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## The Solicitors' Journal and Weekly Reporter.

LONDON, FEBRUARY 1, 1908.

\* The Editor cannot undertake to return rejected contributions, and  
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### Current Topics.

#### The Law Officers.

It is announced that Sir W. S. ROBSON has been appointed  
Attorney-General in succession to the late Sir JOHN LAWSON  
WALTON, and that the vacancy thus made in the office of Solicitor-  
General has been supplied by the appointment of Mr. S. T. EVANS,  
K.C. Sir W. S. ROBSON's promotion was a matter of course,  
and Mr. EVANS' appointment, while politically and legally fully  
justified in itself, will be welcome in a part of the kingdom  
which already has a notable representative in the Government.

#### The Case of Judge Bodkin.

It is a little difficult to understand here why there should  
have been such trouble in Dublin over the case of Judge BODKIN.  
Stripped of all the additions which make the perusal of the  
report more piquant than edifying, the question incidentally  
raised by the Irish Attorney-General seems to have been whether  
a solicitor for a litigant was liable to be brought before the  
court summarily in the pending proceedings for examination as  
to alleged improper practice in the course of the proceedings.  
The Court (Lord O'BRIEN, C.J., and MADDEN and WRIGHT,  
J.J.) held that he was not, but that any application to the court  
to exercise its summary jurisdiction over solicitors must be made  
independently. This course appears to be both just and con-  
venient. It is fair to the solicitor whose conduct is impugned, and  
it saves the immediate case before the court from being complicated  
by extraneous matter. The main case before the court related to  
the validity of the appointment of a county court judge, and this  
had nothing to do with the conduct of the solicitor. Owing  
to the collapse of the proceedings, the reserved judgment of the  
court upon the possibility of raising the question of the validity  
of the appointment—referred to by Lord O'BRIEN as the most  
important that had been raised in Ireland since the Revolution—  
will not, it seems, be given.

#### An American State without its Court of Chancery.

THE New York Tribune of the 14th of January stated that for  
one week at least New Jersey would be without a Court of  
Chancery. The State Constitution provides that "the Court of

Chancery shall consist of a chancellor," and the term of Chancellor WILLIAM J. MAGIE expired at 12 o'clock of the night of the 14th of January. At the same instant that the chancellor went out of office, which happened to be just one week before the expiration of the term of Governor STOKES, the power of the Government to make an *ad interim* appointment also ceased under the constitution. The effect would therefore be to suspend all the functions of the vice-chancellor and the clerk in Chancery, who were merely statutory officers. Chancellor MAGIE, who was seventy-five years of age, spent the day at his desk signing decrees and all orders advised by his vice-chancellor, but announced that after midnight he would sign no papers. In consequence there was a general rush on the part of lawyers from all parts of the State to have important matters from the various Chancery chambers disposed of before the court temporarily went out of existence. Until the governor-elect announced the successor of the chancellor the State would be without a court of equity or any other authority which might issue injunctions or exercise the other powers vested exclusively in the Court of Chancery. We are not aware of any similar occurrence in the history of this country, and the Chancery Division is now so fully equipped that it suffers very little inconvenience from the interval between the death or resignation of a Chancery judge and the appointment of his successor.

#### The Risks of Purchasers at a Sale by Auction.

THE LAW relating to the sale of goods is tolerably well known, more especially since it has been codified by the Sale of Goods Act, 1893, but we have some doubt whether many persons are aware of the risks which may be run in purchasing goods at a sale by auction. In an action tried before Judge WILLIS at the Southwark County Court, on the 20th of January, the plaintiff, a piano-maker, sued the defendant for the return of the piano or £16, its value. It appeared that the plaintiff had let the piano on the hire-purchase system, and that the hirer took it to an auctioneer, who sold it in the ordinary way at the auction rooms to the defendant for £7 15s., who afterwards resold it for £8 5s. The learned judge said the plaintiff had never ceased to be the owner of the piano. The defendant had no title to it, nor had the auctioneer. He added, "Whenever you buy anything at a public furniture auction you run a risk. Unless you buy at market overt you run a risk of buying things to which there is no title. Every shop in the city is a market overt, but not so over here; you may possibly have a right to sue the auctioneer for failure of consideration, but that is a point to be carefully considered." Judgment was entered for the plaintiff. The ordinary "man on the omnibus" would think it strange that, while he could acquire a title to goods by purchasing them in a shop in the city, he could obtain no such title on the other side of the river by the more notorious transaction of a purchase at a public auction. But the law is founded on the ancient usage and privileges of the City of London, and the publicity of a sale by auction gives the purchaser no greater rights than he would obtain by a private transaction.

#### Pawnbrokers and Unredeemed Pledges.

PAWNBROKERS are by many persons regarded with disfavour, and when they are shopkeepers as well as pawnbrokers it is often believed that the goods which they sell consist in great part of unredeemed pledges. A reference to the Pawnbrokers Act, 1872, will show that the powers of pawnbrokers are strictly limited. Their profits and charges, like the charges of cabdrivers, are regulated by the statute. Pledges are redeemable for one year, with seven days of grace. Pledges pawned for above ten shillings are, when disposed of by the pawnbrokers, to be disposed of by sale by public auction, and it is only when a pledge is pawned for ten shillings or under that it is enacted, by section 17, that if the pledge is not redeemed within the year of redemption and days of grace, it shall at the end of the days of grace become and be the pawnbroker's absolute property. As a matter of custom, pawnbrokers, who would, as a rule, much prefer that these pledges should be redeemed and not forfeited, will generally allow them to be redeemed although they may have become, under the section, the pawnbroker's absolute property. The section is, however, useful when the pledge has been lost or destroyed, as the pawnbroker cannot claim compensation unless he applies to redeem within one year and seven days. The

Act does not apply to loans by a pawnbroker of above £10, and provides that no person shall be deemed a pawnbroker by reason of his lending any sum above £10. Loans on pledge of sums much above £10 are common enough in mercantile transactions, and when the loan is repayable on a day certain the pledgee under the general law may sell the goods. But a condition that upon default of the debtor the thing pledged shall become the absolute property of the pledgee is practically unknown, and would be attended with great inconvenience in practice. Such a condition was, we believe, void under the Roman law.

#### Terrors of the American Customs.

THE *Times* correspondent, in a letter from Washington, says that new terrors, in addition to those which already beset Americans returning from abroad, are indicated by the search of Mr. THEODORE SHONT's house for alleged dutiable wearing apparel months after the family's return. Mr. SHONT was the former head of the Panama Commission. It appears that his trunks underwent four hours' examination at the docks on the day of landing, and were passed by the Government inspectors, but on the information of a discharged servant five Customs officials last week searched Mr. SHONT's house, ransacking cupboards, drawers, and trunks. A report has been submitted to the Treasury Department, and it is believed that the result will be that Mr. SHONT will be required to pay £100 in additional duties. The object of the duties on foreign goods imported into the United States is the protection of home industries, while such duties are levied in England only for the purpose of raising the Imperial revenue. The duties on tobacco and spirits are a large part of the revenue of this country, and it would be a mistake to suppose that the officials of the Customs are not armed with powers similar to those which are exercised on the other side of the Atlantic. Houses are liable to be searched in England for uncustomed or prohibited goods, though they cannot, like vessels, be entered by officers of Customs merely by virtue of their uniform. To enable an officer to enter and search a house he must be armed with a warrant from a justice of the peace or with a document emanating from the High Court of Justice called "a writ of assistance." By section 205 of the Customs Laws Consolidation Act, 1876, if any officer of Customs shall have reasonable cause to suspect that any uncustomed or prohibited goods are harboured, kept, or concealed in any house or other place, either in the United Kingdom or the Channel Islands, and it shall be made to appear by information on oath before any justice of the peace in the United Kingdom or Channel Islands, it shall be lawful for such justice, by special warrant under his hand, to authorize such officer to enter and search such house or other place, and to seize and carry away any such uncustomed or prohibited goods as may be found therein. Seizures under these powers of large quantities of contraband spirits or tobacco are by no means uncommon, though they are no longer attended by the violence and bloodshed of which we read in the smuggling stories of the past.

#### Registration of Executors as Members of a Company.

THE DECISION of WARRINGTON, J., in *Re T. H. Saunders & Co. (Limited)* (reported elsewhere) should dispel any doubt there may be as to the correct practice with regard to registering executors of a deceased member of a company as members. Registration of a person as a member of a company of course makes him liable for calls, and the company are not entitled to place an executor in this position unless the entry of his name on the register is authorized by "a distinct and intelligent request on the part of the executor that the shares should be dealt with in this way": per Lord CAITENS, C., in *Buchanan's case* (4 App. Cas., p. 569). But, unless there is anything to the contrary in the articles, the executor is entitled to have his name placed on the register, and in that case the company must place it there without qualification of any kind. In the present case the articles of the company provided in the usual way that personal representatives should be the only persons recognized by the company as having any title to the shares of a deceased sole member, and that



a person becoming entitled on the death of a member might be registered as a member upon production of evidence of his title. Upon the executors of a deceased member applying for registration as members, the company contended that they were not bound to register them except in their representative capacity, and it appears to have been considered that this would not confer upon them the right of voting. But the particulars which may be entered in the register are defined by section 25 of the Companies Act, 1862, and this section does not authorize any addition so as to show the character in which a member is registered. If he is entitled to go on the register at all, he goes on without qualification, and has all the rights of a member. All that the company, said WARRINGTON, J., is entitled to put is the name, address, and occupation of a member, with a description of his shares and the date of entry. The Act of 1862 prevents the insertion of anything which might shew that the member is not an absolute owner. Moreover, since under the articles only the first person named in the register as a joint holder could vote, the executors were entitled to elect as to the order in which their names should go on the register.

#### Covenants Running with the Land.

WE DISCUSSED recently the ineffectiveness, as revealed in *Dewar v. Goodman* (now reported in 1908, 1 K. B. 94), of the usual covenant by an under-lessee of part of the property comprised in the head lease to observe the covenants of that lease as regards the property not sub-demised. It may also be interesting to note the relation between that case and the somewhat similar case of *Doughty v. Bowman* (11 Q. B. 444), where also an assign of the underlease was seeking to obtain the benefit of a covenant. In that case the covenant in the sub-lease bound the sub-lessee to perform a covenant in the head lease to build on the premises comprised in the sub-lease, but it did not include "assigns." For the latter reason it was not, if construed according to its immediate purpose, available for the assign of the sub-lessee, since it related to a matter *in futuro*. Hence, it was sought to get rid of this requirement by treating it as in effect a larger covenant for quiet enjoyment, in which case it would run with the land without assigns being mentioned. But the Queen's Bench rejected this construction. It was simply a covenant to perform former covenants, and was different from a covenant that the sub-lessee should not be evicted. In *Dewar v. Goodman* (*supra*) the covenant related to premises not comprised in the head lease, and hence, though assigns were mentioned, it was *primâ facie* merely collateral, and was not available for the plaintiff, the assign of the sub-lease. But this result would have been altered could the court have been induced to differ from *Doughty v. Bowman*, and to look at the result of the covenant rather than at the immediate acts which the covenantor undertook to perform. In the former case it would operate as a covenant for quiet enjoyment; in the latter case it related to acts not to be done on the demised premises or directly affecting them, and would be collateral. The Court of Appeal took the latter view. They looked at the acts to be done under the covenant; not at the effect on the sub-lessee's estate of a breach of the covenant. Consequently, the covenant was collateral, and was not capable of running with the land. To shew more clearly the relation of *Doughty v. Bowman* to the present case it may be noticed that in each the sub-lessee wished to construe the covenant to perform the covenants in the head lease as a covenant for quiet enjoyment, but for different reasons: in *Doughty v. Bowman*, in order to shew that a covenant which *primâ facie* was a covenant to do something *in futuro* was not so really, but related to matters *in esse* and ran with the land without mention of assigns; in *Dewar v. Goodman*, in order to shew that a covenant which was *primâ facie* collateral, and would not run with the land at all, was in fact a covenant which touched the land.

#### Obstruction of Footpath by Erecting Barrier of Barbed Wire.

AN ACTION tried in the Leicester County Court recently was brought by the Thurleston Urban District Council to recover damages for the obstruction of a public footpath. It has been laid down that no action will lie for a public nuisance at the suit of a private person unless he has thereby sustained particular damage over and above what is common to others,

and that mere delay caused by an obstruction, or the trouble and expense of removing it, being common to all, is not sufficient damage to enable an individual to maintain an action. In the action brought by the urban district council they claimed damages for interfering with the free passage of foot passengers along a public footpath by erecting barbed wire barriers at frequent intervals. They also claimed an injunction against the defendant to prevent him from obstructing the footpath in future. Evidence was given that the footpath, which ran across the defendant's field, was a public way and had been stopped by the defendant by barbed wire placed across the stile. This obstruction had more than once been removed by a man employed by the council, but had on each occasion been restored by the defendant, who threatened the council with legal proceedings, but took no steps to carry out his threat. The only points suggested in favour of the defendant were that the Barbed Wire Act, 1893, enabled the local authority, where barbed wire was a nuisance to a highway, to apply to a court of summary jurisdiction for an order to abate the nuisance, and that, inasmuch as the fence was entirely on the defendant's ground, a statutory authority to interfere with it was necessary. But the answer was that, apart from this remedy, the council, as guardians of the road, had a sufficient interest in it to bring an action to recover damages for the obstruction. The second point was that the court would not grant an injunction to restrain the defendant from committing an indictable offence. But it could not be denied that the equitable remedy by injunction is often sought in respect of nuisances to public roads or highways, and the court ultimately gave judgment for the plaintiffs.

#### Action by Covenanters Not Named in Deed.

BY SECTION 5 of the Real Property Act, 1845, "the benefit of a condition or covenant respecting any tenements or hereditaments may be taken, although the taker thereof be not named a party to the same indenture." This enactment has received very little judicial elucidation. It was said by JESSEL, M.R., that the section did not entitle a person who was not in existence when the deed was made to sue upon a covenant contained in the deed: *Kelsey v. Dodd* (1881, 52 L. J. Ch., at p. 39). But there seems to have been (until the other day) no reported case in which this enactment has enabled a person to sue under circumstances that, prior to 1845, would have prevented him from suing. The case of *Forster v. Eleert Colliery Co.* (reported elsewhere) seems to be the first reported case in which an action on a covenant has been successfully brought by a person who was not named in the deed—the deed being an indenture. The indenture in question was a mining lease granted to the defendants' predecessors in title by the Ecclesiastical Commissioners, who did not own the surface, and had only power to lease the minerals. There were altogether four actions, in one of which the executors and trustees of the surface-owner, and in the other three the assignees of the surface-owner, were plaintiffs; the same principle was held to apply in all four cases. The plaintiffs sued for damage done to the surface by the minerals being worked. RIDLEY, J., sitting without a jury, gave judgment for the plaintiffs, and the defendants appealed. The Court of Appeal affirmed the judgment below. The ground of the decision was that the covenant should be construed as though it had been made with the owner of the surface at the time of the lease being granted, and his heirs. Thus the executors and trustees in one case, and the assigns in the other cases, of the persons who had been the surface-owners when the lease was made, were held entitled to sue for damage done to the surface by the lessees' representatives in title, notwithstanding that the surface-owners had not been parties to the lease of the minerals. The material words of the covenant by the lessee were: "covenants with the lessors and as separate covenants with others the owners . . . for the time being of the said lands . . . to pay . . . to the said lessors or other the covenantees or covenantee compensation for damage or injury," &c. One restriction was placed by the Master of the Rolls on the meaning of the words "respecting any tenements or hereditaments" in section 5 of the Act of 1845. These words, it was said, mean that the covenant must be one that runs with the land; in the present case the covenant was held to be of this nature.

### The Origin of Cheques.

THE ENGLISH text-books on the law of bills of exchange and negotiable paper generally contain a chapter on cheques, but we do not remember to have read anywhere a statement of the time when these useful instruments first came into general use in this country. French newspapers, however, often supply information with regard to England which is unknown to Englishmen, and the *Gaulois* has recently published a paragraph in which it is stated that the terrible "black fog" of London was really the origin of cheques. The writer observes that it is matter of general knowledge that in London this fog is so dense that when it appears everything is obscured; houses, inhabitants, policemen, gas lamps, &c., become invisible; and that the habitual criminals of the great city soon found out how to profit by this visitation, and to lay their hands upon everything which was worth stealing. Robberies, and attempts at robberies, from clerks who had the custody of money, had, at the beginning of the last century, become so frequent, and the police had found it so impossible to prevent them, owing to the multiplication of their engagements during the prevalence of a fog, that the London merchants had to consider how they could defend themselves. The result of their deliberations was the invention of the cheque, an instrument which enables every merchant, every cashier, every collector of debts, to walk out of the office without carrying any notes, specie, or coin, upon his person, and also to take a payment otherwise than in coin. The use of cheques became gradually known to the fraternity of malefactors, and their depredations became much less frequent. The success of this experiment brought cheques into general favour, and they have even been adopted in countries which have no experience of fogs!

## The Small Holdings and Allotment Act, 1907.

### II.

*Amendments of the Small Holdings Act, 1892.*—The Act of 1892, as we have already pointed out, conferred upon the county councils power to acquire land voluntarily for the purpose of providing small holdings for persons who desired to buy and would themselves cultivate the holdings. Under certain circumstances the council might also take land on lease, and then they could let it. They could also let any land to persons who were unable to buy, the limit of size for the holding being then 15 acres instead of 50: sections 1, 2, 4 (2). Section 1 (2), which defined a small holding, is repealed, and a new definition substituted by section 46 of the Act of 1907, but the limit of 50 acres remains the same. The general power of purchasing land voluntarily conferred by section 2 (1) of the Act of 1892 remains, but section 2, which conferred a restricted power of taking land on lease, is repealed. An unrestricted power for the same purpose is now conferred by section 6 of the Act of 1907, which also confers compulsory powers. This section provides by sub-section 1 that "a county council may, for the purpose of providing small holdings for persons who desire to lease and will themselves cultivate the holdings, purchase land" under the Act of 1892, "or take land on lease." Then sub-section 2 provides that if the county council are unable to acquire by agreement and on reasonable terms "land for the purpose aforesaid," they may acquire it compulsorily. Thus the principle of compulsion is introduced, but its application appears to be considerably restricted. It applies only so far as the county council acquire the land for the purpose of letting it, not where they acquire it for the purpose of selling it in small holdings. This follows from the words "for the purpose aforesaid" in section 6 (2). Thus, so far as appears from section 1 of the Act of 1892, and section 6 of the Act of 1907, a county council has a general power of purchasing land or taking land on lease by agreement, and in the case of land purchased they may sell it, and in either case may let it; but it would seem that the power of compulsory acquisition is confined to the case where the county council acquire land for the purpose of re-letting. This result seems inconsistent with the apparent object of the Act, and the further consideration of the point must be postponed till we have

completed our review of it. It is possible that the compulsory powers are more extensive than would appear from section 6. We have assumed that, for the purpose of the compulsory powers, "acquire" includes the hiring of land, though this might have been made clearer.

The next question relates to the persons to whom county councils are empowered to let small holdings. The power of acquiring land contemplates that the land will be either sold to persons who desire to buy, and will themselves cultivate the holdings, or let to persons who will cultivate them, and if the matter rested solely on section 6 it seems clear that a power to let to any actual cultivators would be implied. But section 7 goes on to define expressly the power of letting. It provides that "land acquired by a county council for the purpose of small holdings may be adapted for letting and let for small holdings under and in accordance with the provisions of the Small Holdings Act, 1892, as amended by this Act, and those provisions shall apply accordingly." This section, it will be seen, applies only to land "acquired" by a county council, and, for the reason already stated, it is possible that it is restricted to cases where the land has been purchased by the council. And it makes the power of letting such land depend upon the provisions of the two Acts. Now, section 4 (2) of the Act of 1892 contained an express power to let to persons who were unable to buy, though the holding was in such cases restricted to fifteen acres, but this sub-section has been repealed, except the proviso relating to the removal of buildings, &c., on the termination of the tenancy. The other relevant provision is contained in sub-section 3, which empowers the county council to let "one or more small holdings to a number of persons working on a co-operative system, provided such system be approved by the county council." And section 9 of the present Act, after referring to this power, further enacts that a county council shall have power, with the consent of the Board of Agriculture, to let one or more holdings to any association formed for the purpose of creating or promoting the creation of small holdings, and so constituted that the division of profits amongst the members of the association is prohibited or restricted. These, then, are the express powers of letting now existing under the two Acts, and it is at least a plausible opinion that, as suggested by a correspondent recently (*ante*, p. 170), they exclude the general power which would otherwise be inferred from section 6 of the Act of 1907. Indeed, the opinion might be described as more than plausible and as correct, did it not involve such a denial of the probable intention of Parliament as to make it necessary to accept it with great caution, and it is possible that, upon the general scheme of the Act, the courts would hold that the power to let to individuals was conferred.

Section 11 of the Act of 1907 enables a county council to relax the restriction of section 9 (1) (d) of the Act of 1892 upon the erecting of more than one dwelling-house upon a holding, if the relaxation will in their opinion be for the benefit of that and adjacent holdings, but the council are not to authorize "more than one dwelling-house to be erected for occupation with any one small holding." Apparently the effect is that the number of houses is not to exceed the number of holdings, but that several houses may be placed on one holding. Probably the section was intended to assist the creation of co-operative holdings. Section 19 of the Act of 1892 conferred on county councils power to borrow for the purposes of the Act, the limit of time for repayment being 50 years. This period is extended by section 14 of the present Act to 80 years, and further provision is made as to loans to county councils by the Public Works Loans Commissioners. Section 15 enables county councils to delegate their powers to councils of boroughs and urban districts. A county council may make arrangements with such councils for the exercise by them, as agents for the county council, of any powers of the county council in respect of the acquisition, adaptation, and management of small holdings for the borough or district.

In addition to the above powers of the county councils a power of experimenting in the way of the creation of small holdings is conferred upon the Board of Agriculture. By section 16 the board may, if after inquiry they think it advisable to do so with a view to demonstrating the possibility of the establishment of small holdings in any locality, exercise the power of the county councils



under the Acts, with the exception of the powers of acquiring land compulsorily and borrowing. The expenses of the board will be defrayed out of, and their receipts paid into, the small holdings account, to be opened under section 19. Moreover, the board may, under section 17, repay to a county council out of the same account the whole or part of the expenses incurred by the council in proceedings for the acquisition of land for small holdings, but such payments are not to include any part of the purchase-money, compensation, or rent payable in respect of the land. And under section 18, where the Small Holdings Commissioners are acting in default of a county council, or the board are making an experiment in the manner just described, the board may appoint advisory and other committees and may pay the expenses of the members out of the Small Holdings Account.

*Amendments as to Allotments.*—Part II. of the Act of 1907 contains the amendments as to allotments. The provisions of the Acts of 1887 and 1890 have been already summarized (*ante*, p. 205). The duty of acquiring land for allotments was imposed on urban and rural district councils, and on petition to the county council land could be acquired compulsorily. The county council could also act if a district council was in default, and, upon the refusal of the county council, there was an appeal to the Local Government Board. In this scheme considerable changes are made by the present Act. Section 20 transfers all the powers of the Local Government Board under the Allotment Acts, except such as relate to the finance of local authorities, to the Board of Agriculture; and by the same section the powers and duties of rural district councils are transferred to parish councils, or, where there is no parish council, to the parish meeting (section 46). Under section 7 of the Act of 1887, an allotment could not exceed one acre. Under section 21 of the present Act five acres is substituted for one acre as the limit of area, but the duty imposed on a council to provide allotments is restricted to allotments of one acre. They have power to provide allotments up to five acres, and, with the consent of the county council, this limit may be exceeded. The powers of adapting land for allotments are to include power to erect and adapt buildings, but no more than one dwelling-house is to be erected for occupation with any one allotment, nor is any dwelling-house to be erected for occupation with an allotment of less than one acre. The council will have the same power of letting to co-operators or to associations as exists in respect of small holdings (*supra*). Section 22 confers on councils a general power of acquiring land compulsorily where it cannot be obtained by agreement and on reasonable terms under the Allotment Acts.

(To be continued)

## The Appointment of a Receiver of Licensed Property.

AN important decision as to the form of order which ought to be made upon the appointment of a receiver of licensed premises has been given by the Court of Appeal (COZENS-HARDY, M.R., and MOUTON and FARWELL, L.JJ.) in *Leney & Sons (Limited) v. Callingham and Thompson* (1908, 1 K. B. 79). The extent to which a person interested in property is entitled to be protected during the pendency of litigation depends, of course, upon the nature of his interest; where, for instance, he is interested in premises upon which a business is carried on, while he may be entitled to have the premises and the income of the premises preserved by the appointment of a receiver, he cannot obtain also the appointment of a manager of the business unless his interest extends to the business itself. This was settled by the Court of Appeal in *Whitley v. Challis* (1892, 1 Ch. 64). In that case a hotel-keeper who was about to rebuild the hotel, and who had an agreement for the grant of a lease for 80 years when he should have rebuilt it, charged the building agreement, "and all the premises comprised therein, and the hotel or buildings to be hereafter erected as aforesaid, and the lease so to be granted as aforesaid," with repayment of a sum borrowed, and he agreed to execute a valid second mortgage of the premises comprised in the lease. The hotel was rebuilt, and the

mortgagor carried on business thereon, but did not execute a formal mortgage. The mortgagee commenced an action to realize his security, and in the action KEKEWICH, J., made an order appointing a person to receive the rents and profits "and to manage the business of the hotel carried on upon the said premises." So far as it appointed a manager the Court of Appeal varied the order, upon the ground that the security did not comprise the goodwill of the business, nor could the mortgagee have insisted on its inclusion in a formal mortgage. "If," said BOWEN, L.J., "the business and goodwill of the hotel had been included in the security, either by express terms or by implication, then I do not doubt that the court might, in a fit case, appoint a manager to manage that which, as being included in the security, those entitled to the benefit of the security might have a right ultimately to sell."

But to secure the appointment of a manager it is not necessary that the business should be expressly included in the security. It is sufficient if the nature and description of the property are such that the business carried on must be deemed to be included. Hence a mortgage of a colliery, with the colliery buildings and fixed motive power and machinery, has been held to comprise also the business of working the colliery, so as to entitle the mortgagee to the appointment of a receiver and manager: *County of Gloucester Bank v. Rudry Merthyr Colliery Co.* (1895, 1 Ch. 629). The mortgage, it was observed by Lord HALSBURY in that case, was not a naked mortgage of a certain quantity of land and seams of coal. It comprised the industrial occupation, which was compendiously called a colliery—that is, the business of carrying on the colliery. In the case of a public-house it might, perhaps, with no undue stretch of the above principle, be held that the mortgage includes the business, since the value of the mortgaged premises necessarily depends upon the continuance of the business which is carried on upon them; but such a contention is inadmissible since *Whitley v. Challis* (*supra*). "It is shewn," said FARWELL, L.J., in *Leney & Sons (Limited) v. Callingham* (*supra*), "by *Whitley v. Challis* that a mortgagee's security cannot be enlarged because he happens to have taken a mortgage on a house in which a business is carried on, whether that business be that of a licensed victualler or anything else."

But the covenants which are usually contained in mortgages and leases of licensed premises afford a reason for carrying the interim protection granted by the court a step further than the mere appointment of a receiver of the premises, and in *Charrington & Co. (Limited) v. Camp* (1902, 1 Ch. 386) JOYCE, J., directed that the licences should be handed over to the receiver, and that he should have possession of the premises so far as was necessary for preserving the licences. That was a case between landlord and tenant, and the tenancy agreement contained the usual clauses binding the tenant to maintain the licences and, upon quitting the premises, to hand them over to the landlord. In the event of the tenant committing any breach of the agreement, or of the licences being jeopardised, the tenancy was to cease, and the landlords were to have power at once to re-enter. The tenant closed the house and went away, and the landlords commenced an action for recovery of possession, and for the appointment of a receiver of the rents and profits, and of the licences. JOYCE, J., held that the receivership ought to be extended to include the licences as claimed. "The really valuable thing in dispute," he said, "the subject of this action, consists of the licences. Those licences are all-important to the property, and it is all-important to the plaintiffs that those licences should be preserved, if they are going to recover at the end of the term or at the trial." Accordingly he directed that the licences should be handed to the receiver, and he gave the receiver possession, but only for the purpose of preserving the property as a licensed property.

The actual order drawn up in *Charrington & Co. v. Camp* (*supra*) seems to have gone further than was indicated by the reported judgment of JOYCE, J. It included an order for delivery to the receiver of all books and papers relating to the premises, and liberty for the receiver to appoint a person to reside upon the premises and hold the licences, and conduct the business under his supervision. Its correctness was questioned by KEKEWICH, J., in *Whitbread & Co. v. Grain* (22 Times L. R. 462), and the form has been shorn of these additions by the Court

of Appeal in *Leney & Sons (Limited) v. Cullingham (supra)*. That also was a case between lessor and lessee, and the lease contained covenants for the protection of the licensee. The lessee had ceased to carry on the business continuously, the house being shut up for short periods, and the lessor commenced an action for recovery of possession. PICKFORD, J., made an order appointing a receiver in the same terms as that in *Charrington & Co. (Limited) v. Camp (supra)*, but the Court of Appeal held that it would only have been justified if the plaintiff had been interested in the business itself— if, for instance, he had been a mortgagee under a mortgage expressly comprising the goodwill of the business. The plaintiff was entitled to have the licences preserved, but this was the extent of his right. Accordingly the order of PICKFORD, J., was varied by striking out the direction to deliver over to the receiver all books and papers, and the authority for him to appoint a resident manager; and was confined to giving the receiver possession of the licences, and authorizing him to keep the hotel open and to do all that was necessary for the preservation of the licences.

## Reviews.

### Books of the Week.

**A Treatise on the Law Relating to the Devolution of Real Estate on Death under Part I. of the Land Transfer Act, 1897, and the Administration of Assets Real and Personal.** By the late LEOPOLD GEORGE GORDON ROBBINS and by FREDERICK TRENTAM MAW, Barristers-at-Law. Fourth Edition. By FREDERICK TRENTAM MAW. Butterworth & Co.

**Manual of the Law of Evidence for the Use of Students: being an Abridgment of the Fourth Edition of the Author's Larger Treatise upon the Same Subject.** By SIDNEY L. PHIPSON, M.A. (Cantab.), Barrister-at-Law. Stevens & Haynes.

**The Finance Acts, 1894, 1896, 1898, 1900, and 1907 (57 & 58 Vict. c. 30, 59 & 60 Vict. c. 28, 61 & 62 Vict. c. 10, 63 Vict. c. 7, 7 Edw. 7, c. 13), so far as they relate to the Estate Duty and other Death Duties in England, with Notes, Rules, and Table of Forms.** By JAMES AUSTEN-CARTMELL, M.A., assisted by FREDERICK McMULLAN, M.A., LL.M., Barristers-at-Law. Fourth Edition (England). Wildy & Sons.

**Encyclopædia of Local Government Law (exclusive of the Metropolis).** Editor: JOSHUA SCHOLEFIELD, Esq., Barrister-at-Law. Vol. VI.: Reformatory and Industrial Schools to Vestry Clerks. Butterworth & Co.; Shaw & Sons.

**The Finance Acts, 1894, 1896, 1898, 1900 and 1907, and Revenue Act, 1903, so far as they relate to the Estate Duty and other Death Duties, with Notes, Rules and Table of Forms.** By JAMES WEBSTER-BROWN, Solicitor. Horace Cox.

**The Yearly County Court Practice, 1908.** Founded on Archbold's County Court Practice and Pitt-Lewis's County Court Practice. By the late G. PITT-Lewis, K.C., and Sir C. ARVOLD WHITE, Chief Justice of Madras. 1908 Edition. By His Honour Judge WOODFALL, a Member of the Rule Committee, and E. H. TINDAL ATKINSON, B.A., assisted by WALDO R. BRIGGS, B.A., LL.B., and HORACE C. FENTON, Barristers-at-Law. The Chapter on Costs and the Precedents of Costs by HARRY COUSINS, Registrar of the Cardiff County Court. In Two Vols. Butterworth & Co.; Shaw & Sons.

## Correspondence.

### Portraits in the Law Society's Hall.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The proposal made under the above heading by "An Old Member" in your issue of 18th ult. was that a subscription by members of the Law Society should be made for a portrait of Mr. Lloyd-George to be placed in the Society's Hall.

In your issue of the 25th ult. Mr. Edward H. Quicke writes that this suggestion is extremely offensive, and he hopes that it will not be entertained.

I entirely differ from this view. No doubt Mr. Quicke is strongly opposed, politically, to Mr. Lloyd-George. So am I. His opposition cannot be more pronounced than mine. But it is a saving feature of British life to be tolerant and to respect the ability and good qualities of a political opponent. Mr. Lloyd-George is a man of most remarkable talent, and he has of late, as all fair-minded men must admit, "done the State some service."

His administration of the Board of Trade has been extremely satisfactory, and has met with the approval of all classes affected by it. His arrangement of the railway labour dispute is fresh in our minds. But another side of his work at the same department may not be so well known in our profession. I have had great experience of the work of the Board of Trade in regard to the mercantile marine for the last forty years, and I say unhesitatingly that there has not during that period been any President fit to hold a candle to him.

The fact that one of our profession should at a comparatively early age have received the rank of Cabinet Minister, and become one of the most influential members of the Government, is undoubtedly an honour to the profession in which all members of it who keep an unprejudiced mind should rejoice. Therefore, whilst reserving my right to resist the political proposals of the present Government in general, and of Mr. Lloyd-George in particular, I most heartily approve of the proposed portrait, and if "An Old Member" will receive subscriptions I shall be happy to send him £5 5s. towards the object.

JOHN GRAY HILL.

10, Water-street, Liverpool.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The suggestion of "An Old Member" appears to me to be admirable. It should not be a question of politics at all, nor is it merely a matter of honouring one man, but of honouring the whole profession by recognizing peculiar merit in its members. To characterize the suggestion as "extremely offensive," as Mr. E. H. Quicke does, is simply ridiculous.

A CONSERVATIVE MEMBER.

Jan. 25.

## CASES OF THE WEEK.

### House of Lords.

**SPEYER BROTHERS v. COMMISSIONERS OF INLAND REVENUE.**  
21st and 22nd Jan.

REVENUE—STAMP—TREASURY NOTE OF FOREIGN GOVERNMENT—PROMISSORY NOTE—MARKETABLE SECURITY—DEBENTURE—STAMP ACT, 1891 (54 & 55 Vict. c. 39), ss. 1, 4, 33, 82, 122.

The appellants presented a Gold Coupon Treasury Note issued by the United States of Mexico to the Commissioners of Inland Revenue for their opinion, and submitted that the instrument was a "promissory note" and should be stamped as such. The commissioners thought that it was a "marketable security," and should carry a higher stamp.

Held, that the instrument was capable of being stamped either as a "promissory note" or as a "marketable security." As the Crown could not require it to be stamped twice, it was competent for the Crown to require that the instrument should be stamped at the higher rate.

Decision of the Court of Appeal (1907, 1 K. B. 246) affirmed.

Appeal from an order of the Court of Appeal reversing a decision of Walton, J. The hearing in the Court of Appeal is reported 1907, 1 K. B. 246, and in the court below 1906, 1 K. B. 318. The question was whether a certain instrument, one of a series numbered consecutively, was a "promissory note" or a "marketable security." The commissioners considered that it was the latter. Walton, J., held that it was a promissory note, but the Court of Appeal, upholding the opinion of the commissioners, held that it was a marketable security, and liable, therefore, to the higher rate of duty. The instrument was described on its face as a Four-and-a-half per cent. Gold Coupon Treasury Note issued by the United States of Mexico, containing a promise by the United States of America to pay to the bearer at a certain date \$1,000 in gold, and also interest in gold at the rate of 4½ per cent. per annum upon surrender of the annexed coupons; the note was for ever exempted from any taxes or assessments imposed by the United States of Mexico, and it was redeemable at par at the option of the United States at any time before maturity on sixty days' notice. The coupon attached to the note in question was as follows: "United States of Mexico. Four and a-half per cent. Gold Coupon Treasury Note. No. 7781. Coupon No. . \$22.50. On the first day of ., 19, unless the above-mentioned Treasury Note shall be sooner redeemed. And on surrender of this coupon, United States of Mexico will pay to bearer in the City of New York, U.S.A., at the office of Speyer & Co., \$22.50 in gold coin of the United States of America, or in London at the office of Speyer Brothers £4 12s. 9d. sterling, being six months' interest then due on the said Treasury Note." The evidence proved that the instrument could be readily dealt with on the Stock Exchange.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said it was urged by the appellants that this was a promissory note within the meaning of the Stamp Act, 1891, and was also a promissory note within the Bills of Exchange Act. As to whether or not it was a promissory note within the Bills of Exchange Act his lordship expressed no opinion, because he thought it clear that it could equally be regarded as a promissory note or a marketable security within the meaning of the Act of 1891. But the commissioners could not claim to have the instrument stamped twice, and therefore the Crown was entitled to say that it should be stamped with the higher stamp—namely, as a marketable security. That really disposed of the present appeal. In his lordship's opinion the



instrument was something more than a promissory note, and the excess over it being merely a promissory note was greater than it was in the case which had been relied on by the Court of Appeal: *British India Steam Navigation Co. v. Commissioners of Inland Revenue* (1881, 7 Q. B. D. 165).

Lord MACNAGHTEN concurred.

Lord ROBERTSON said he agreed. There was no doubt that this foreign security was marketable. The Crown could claim to have it stamped either as a promissory note or as a marketable security at its election, and it was competent for the commissioners to assess the duty at the higher rate.

Lord ATKINSON concurred.—COUNSEL, *Disackworth*, K.C., and *Vaughan Williams*; Sir W. S. Robson, S.G., Sir Robert Finlay, K.C., and W. Finlay. SOLICITORS, *Bircham & Co.*; Solicitor of Inland Revenue.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

### WADDLE v. SUNDERLAND UNION ASSESSMENT COMMITTEE.

No. 1. 23rd Jan.

RATING—POOR RATE—LICENSED PREMISES—MONEY PAYABLE TO COMPENSATION FUND—DEDUCTION—PAROCHIAL ASSESSMENTS ACT, 1836 (6 & 7 WILL. 4, c. 98), s. 1—LICENSING ACT, 1904 (4 Ed. 7, c. 23), s. 3.

In assessing licensed premises to the poor rate, the annual sum payable by the licensee to the compensation fund under section 3 of the Licensing Act, 1904, cannot be deducted from the gross value under section 1 of the Parochial Assessments Act, 1836.

Judgment of the Divisional Court (51 SOLICITORS JOURNAL, 14; 1906, 2 K. B. 899) affirmed.

Appeal from the judgment of the King's Bench Division (Lord Alverstone, C.J., and Ridley and Darling, JJ.) upon a case stated by the quarter sessions for the county of Durham (reported in 51 SOLICITORS JOURNAL 14; 1906, 2 K. B. 899). The appellant Waddle was the owner, licensee-holder, and occupier of the Central Hotel, Bridge-street, Sunderland, and the premises were assessed at £750 gross and £625 rateable value. He appealed to quarter sessions on the ground that, in addition to the deduction of one-sixth hitherto deducted by the assessment committee for repairs, insurance, and other expenses necessary to maintain the premises in a state to command the rent, there should also be deducted the sum of £80 which was charged thereon under section 3 of the Licensing Act, 1904, for the year in question. The licence of the Central Hotel was renewed for that year, and the maximum charge of £80 was imposed under section 3 of the Act of 1904, and was duly paid. It was admitted by the respondents that it would probably be necessary in Sunderland to impose for some years to come the maximum charge leviable under the Act, and that £80 might be taken to be the probable average annual amount of that charge. It was admitted that the duty on the excise licence had never been treated as being an expense necessary to maintain the hereditament in a state to command the rent within section 1 of the Parochial Assessments Act, 1836. It was contended for the appellant that the payment of the charge was a condition of obtaining the excise licence; that, as the licence was taken into consideration in estimating the gross value of licensed premises, the charge came within section 1 of the Act of 1836 as being an expense necessary to maintain the hereditaments in a state to command the rent at which they might reasonably be expected to let from year to year; and that therefore the probable average annual amount of the charge was a deduction to be made from the gross value in order to arrive at the rateable value. For the respondents it was contended that the ability of the hereditaments to command the rent as licensed premises depended, not on the taking out of the excise licence, but on the grant of the justices' certificate; that the charge, being levied and paid as part of the excise licence duty, was not an expense within section 1 of the Act of 1836, but was an ordinary trade expense necessary to the exercise of the privilege acquired by the justices' certificate, and did not constitute a deduction authorized by the section from the gross value; that the excise licence duty had never been treated as an expense authorized to be deducted; and that the words "other expenses" in section 1 of the Act of 1836 were expenses *ejusdem generis* with repairs and insurance, and were expenses for the maintenance of the premises themselves. The quarter sessions rejected the appellants' contention and dismissed the appeal. The Divisional Court affirmed the decision of quarter sessions. The appellant appealed to the Court of Appeal.

The COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that in his opinion the appellant's argument was right in this, that the words "other expenses" in section 1 of the Parochial Assessments Act, 1836, might apply to expenses not *ejusdem generis* with repairs and insurance. In the case of incorporeal hereditaments those words did extend to analogous expenses: *Reg. v. Goodchild* (27 L. J. M. C. 233), *Reg. v. Smith* (55 L. J. M. C. 49). In his opinion, where the estimate of the net annual value of a rateable hereditament was based upon a condition not corporeal appertaining to the hereditament, such as a licence or a caution grant, one must, in making the estimate, deduct expenses necessary for the accrual of that condition. The favourable condition, if it were such that it was to be taken into consideration in the estimate of the net rent, must be taken into consideration subject to a deduction of the cost of the accrual of that condition. If, therefore, he had been of opinion that the increased value consequent upon the grant of the justices' licence did not become operative until the grant of the excise licence, and that the payment of the charge was by section 3 of the Licensing Act of 1904, a condition precedent to the

accrual of value of the grant of the licence, he would have given judgment for the appellant. But, inasmuch as he was of opinion that the house acquired its full value as a licensed house independently of the grant of the excise licence, which was essential to the realization of the increased value of the hereditament from being licensed in the trade of a licensed victualler, but not for the purpose of selling or letting the hereditament, he had come to the conclusion that the deduction claimed could not be allowed.

FARWELL, L.J., said that he entirely agreed with the judgment of Vaughan Williams, L.J.

KENNEDY, L.J., said that in his opinion there was no colour for suggesting that the decision of the Divisional Court was in any way wrong. He agreed with Vaughan Williams, L.J., that the payment of this sum of £80, which was to be levied and paid with and as part of the duty on the excise licence, was not necessary for the purpose of commanding what one might call the value of the licence. But he went further, and said that the charge would not come under the words of section 1 of the Parochial Assessments Act, 1836, authorising certain deductions, even if it might be said that it was a payment which enhanced the value of the licence directly. In dealing with a corporeal hereditament one must not throw aside the natural meaning of the words in section 1, "deducting therefrom the probable average annual cost of the repairs, insurance, and other expenses, if any, necessary to maintain them (the hereditaments) in a state to command such rent." No doubt in assessing an incorporeal hereditament the judges had gone a considerable length in allowing deductions which could not properly be treated as being strictly sums expended in maintaining the hereditament, but they went as near as they could. He should be sorry to extend that to corporeal hereditaments, and, when dealing with them, to give the words a meaning other than their natural meaning. In his opinion this was not a sum expended for the purpose of maintaining the premises at all.—COUNSEL, *Macmorran*, K.C., and *E. Mitchell Inns*; *Tindal Atkinson*, K.C., and *E. Shortt*. SOLICITORS, *Godden, Son, & Holme*, for *Longdon, Mann, & Longdon*, Sunderland; *Johnson, Weatherall, & Sturt*, for *J. G. & T. Marshall*, Sunderland.

[Reported by W. F. BARRY, Barrister-at-Law.]

### KYDD v. WATCH COMMITTEE OF THE CITY OF LIVERPOOL.

No. 2. 22nd Jan.

PRACTICE—PAUPER—INALIENABLE PENSION—"WORTH £25"—R. S. C. XVI. 22.

A litigant entitled to a pension of £70 a year, but who could not alienate or raise money on his pension, which he swore was inadequate to provide the necessities of life for himself and his wife, was held not to have given sufficient proof that he was not worth £25 within ord. 16, r. 22.

This was an application by Kydd for leave to prosecute *in forma pauperis* an appeal, of which he had served notice, against an order of the Divisional Court setting aside a decision of the Recorder of Liverpool, sitting as a court of quarter sessions, who had decided in favour of the appellant a dispute between him and the respondents, the watch committee, as to the amount of pension to which he was entitled as a former constable under the Police Act, 1890. The case had already been before the other division of the Court of Appeal, and is reported in 1907, 2 K. B. 591, on the question whether, having regard to the terms of the Police Act, the King's Bench Division had jurisdiction to entertain and deal with the case. In support of his present application the appellant had sworn an affidavit of which the following are the material paragraphs: "2. I am not worth £25, my wearing apparel and the subject-matter of the said appeal alone excepted, and I am by reason of my poverty unable to prosecute the said appeal. 3. I am at the present time in receipt of pension as a retired police constable for the city of Liverpool amounting to £1 8s per week, but this amount is inadequate to provide the necessities of life for myself and wife after paying 8s. 6d. rent for our place of residence.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY, L.J.) refused the application.

COZENS-HARDY, M.R., said that the appellant's right to prosecute his appeal *in forma pauperis* depended on ord. 16, r. 22. The question was whether it was possible to say that the appellant, who was entitled to a pension of about £70 a year, was not worth £25. His lordship thought that it was not possible. A distinction had been sought to be made on the ground that this pension was not assignable except for the benefit of the appellant's family. That was a consideration, but it was not sufficient to justify the court in saying that the appellant had proved that he was not worth £25. The test was not whether the appellant had £25 in his pocket, and the attention of the court had been called to the case of *Boddington v. Woodley* (5 Beav. 555), which was in point. That seemed a stronger case than the present. His lordship accordingly felt bound to refuse the application on the ground that the appellant had not proved that he was not worth £25.

BUCKLEY, L.J., was of the same opinion. He thought that the expression "worth £25" meant, not that a man actually had £25, but what a banker must when he might say in answer to an inquiry that a customer was good for £25. That seemed to have been the interpretation put on the expression in *Boddington v. Woodley* (supra). A further point was that, as a man said, "I have £40, but I have a family to support, and I want the £40 for them," was that any answer? The rule did not make a computation between a man's possessions, but simply called attention to his possessions, meaning thereby what he was good for at the time.—COUNSEL, *Leslie Scott*. SOLICITORS, *Fritchard, Edgell, & Co.*, for *Brighouse, Ryland, & Co.*, Liverpool.

[Reported by J. I. STIRLING, Barrister-at-Law.]

**FORSTER v. ELVERT COLLIERY CO. QUIN v. SAME. SEED v. SAME. MORGAN v. SAME.** No. 2. 23rd Jan.

**LEASE—MINING LEASE—COVENANT RUNNING WITH LAND—COVENANT TO PAY COMPENSATION FOR DAMAGE TO SURFACE—COVENANT WITH OWNERS OR OCCUPIERS FOR TIME BEING OF SURFACE—EXECUTORS, ADMINISTRATORS, AND ASSIGNS OF SURFACE OWNERS.**

*A covenant by a mining lessee with his lessors, who did not own the surface, and with others, the owners or owner, occupiers or occupier for the time being of the lands demised by the lease, to pay compensation for any damage caused by letting down the surface, can be enforced by the executors and trustees, or the assigns, of a surface owner at the date of the lease.*

These were four appeals from the judgments of Ridley, J., at the Durham Assizes, sitting without a jury, in June last, which raised an important question on the construction of a mining lease granted to one Thomas Crawford by the Ecclesiastical Commissioners, the point being the right of the various plaintiffs, as surface owners, to recover, under the wording of this covenant, damages or compensation for subsidence caused by the working by the Elvert Co. of the minerals included in the lease from the trustees and executors of Thomas Crawford, from whom the company derived their right to work these minerals. The facts and the material portions of the covenant in question are sufficiently stated in the judgment of the Master of the Rolls. Ridley, J., gave judgment for the plaintiffs against both the company and Thomas Crawford's estate. The trustees and executors of Thomas Crawford appealed.

THE COURT (COLENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the appeal.

COLENS-HARDY, M.R.—The plaintiffs in these four actions claim as owners of surface land which has been injured by reason of mineral workings in coal strata demised by lease dated the 28th of January, 1887, by the Ecclesiastical Commissioners for England to Thomas Crawford. The present appellants, the defendants in the action, are the executors of Thomas Crawford. The minerals demised are under a large area of land containing 973 acres. The lessors apparently owned no part of the surface, although they had power to grant in connection with mineral leases certain surface rights. The plaintiffs claim the benefit of a covenant which, so far as is material, is in the following words: "The lessee hereby further covenants with the lessors and as separate covenants with others the owners or owner, occupiers or occupier, for the time being of the said lands herein-before described, or any part thereof . . . to pay or cause to be paid to the said lessors or other the covenantees or covenantees compensation for damage or injury whatsoever that hath already been or shall hereafter be done or occasioned by the said lessee in or by reason of the winning or working of the mines or seams of coal." The word "lessee" is by the definition at the beginning of the lease to include also "his executors, administrators, and assigns, unless such construction be excluded by the sense or the context." And by section 58 of the Conveyancing Act, 1881, words of limitation are to be read into the covenant, assuming it to be a covenant "relating to land." Now, under the old law, it is settled that the owner of the surface not being mentioned as a party to the deed, could not have sued on the covenant. But, having regard to section 5 of 8 & 9 Vict. c. 106, this difficulty is removed, assuming the covenant to be one "respecting any tenements or hereditaments." I think these words mean that the covenant must be one which runs with the land. The question for our decision, therefore, is whether the executors and trustees of a surface owner, which is Forster's case, or the assigns of a surface owner, which is the case of the other three plaintiffs, can sue upon the covenants. In my opinion they can. It is old law that in cases not between lessor and lessee the benefit of a covenant will pass if and in so far as it necessarily affects the value of the land, in this sense that the owner of the land would get more for his land by reason of the covenant being attached to and annexed to it. I need only refer to *The Prior's case* (Co. Litt. 385a; cited 5 Rep. 18a) and *Rogers v. Hosegood* (1900, 2 Ch. 388), where the whole law applicable to cases of this nature is elaborately discussed. I see no reason why the covenant to pay compensation for damage caused by the subsidence of the surface should not be a covenant to which this principle applies. The analogy of a covenant to insure against fire, which has been held to be a covenant which runs with the land as between lessor and lessee—*Vinon v. Smith* (5 B. & Ald. 1)—seems to be rather close. The real difficulty which I have felt is in disentangling from the covenant words which in law can have no operation or effect. The covenant with the occupier or occupiers for the time being would, I think, plainly be bad. If the covenant, in so far as owners are concerned, means that a fresh obligation is to arise towards each successive owner by reason of his ownership, whether he does or does not derive a title through the original owners, the covenant would to that extent also be bad. But the owners "for the time being" include the owners at the date of the deed. And I think the better view is to construe the covenant as made with Forster's testator and his heirs, in which case there seems no reason to doubt that his executors and trustees can sue upon it, although, if the trustees and executors were different persons, it would be the trustees and not the executors who would have to sue. This reasoning seems to show that there is no real difference between Forster's case and the case of the other plaintiffs. If the benefit of the covenant runs with the land, the grantees or assigns of the surface owners at the date of the lease can claim the benefit of those covenants and sue upon them. For these reasons I think the judgments appealed against are correct, and the appeals must be dismissed with costs.

FLETCHER MOULTON and FARWELL, L.J.J., also delivered judgments dismissing the appeals.—COUNSEL, Tindal Atkinson, K.C., and Compton, Scott-Fox, K.C., and Simey; Manisty, K.C., and Meynell. SOLICITORS,

Van Sandau & Co., for Belk, Cochran & Belk, Middlesbrough; Dangerfield & Blythe, for T. & W. G. Maddison, Durham; Worthington, Evans, Daumy & Co., for Jones & Purcell, Durham.

[Reported by J. I. STIRLING, Barrister-at Law.]

## High Court—Chancery Division.

**Re BARNETT (DECEASED). DAWES v. IKER.** Warrington, J. 14th Jan.

**POWER OF APPOINTMENT—BY WRITING OR WRITINGS—EXECUTION—DOCUMENT INVALID AS A WILL—WILLS ACT, 1837 (7 WILL. 4 AND 1 VICT. c. 26), s. 10.**

*Under an indenture of settlement, dated the 20th of September, 1838, A. had a power of appointment at any time or times during her life by any deed or deed, writing or writings, with or without power of revocation, to be duly executed in the presence of two or more credible witnesses. On the 25th of August, 1846, A. signed a document in the presence of two credible witnesses which purported to be her will, and by which she purported to deal with the subject of the settlement. This document was not admitted to probate, having been executed with insufficient formalities.*

*Held, that, by section 10 of the Wills Act, 1837, the document was not a valid execution of the power.*

*Re Broad, Smith v. Draeger* (1901, 2 Ch. 86), discussed.

SUMMONS. By an indenture of settlement dated the 30th of September, 1838, Ann Barnett assigned a policy of assurance for £3,000 on her life to trustees upon certain trusts which are not material to be stated. The settlement contained the following provision: "Provided always nevertheless, and it is hereby declared and agreed, that it shall and may be lawful for the said Ann Barnett at any time or times during her life by any deed or deeds, writing or writings, with or without power of revocation, to be duly executed in the presence of two or more credible witnesses . . . to revoke certain of the trusts and to appoint the subject of the settlement. On the 26th of August, 1846, Ann Barnett executed a document in the presence of two credible witnesses by which she purported not to revoke, in terms, the provisions of the settlement, but to make different dispositions of the subject of the settlement. This document was not expressed to be her will, but contained references to payment of funeral expenses and debts, and clearly purported to be a will. The document was not signed at the end or foot of the will, and was therefore not admitted to probate, and questions arose as to the validity of the appointment. Section 10 of the Wills Act provides: "No appointment made by will in exercise of any power shall be valid unless the same be executed in manner hereinbefore required; and every will executed in manner hereinbefore required shall, so far as respects the execution and attestation thereof, be a valid execution of a power of appointment by will, notwithstanding it shall have been expressly required that a will made in exercise of such power shall be executed with some additional or other form of execution or solemnity."

WARRINGTON, J., in giving judgment, said: The first question is whether the document of the 26th of August, 1846, is an appointment made by will within the meaning of section 10 of the Wills Act; the second question is whether, if that document is an appointment made by will within the meaning of that section, it is a valid execution of a power to appoint by "writing or writings," the document in question not being executed in accordance with the formalities required by the Wills Act. [His lordship then stated the facts and read the document, and continued:] Now, the question is: Is that document a valid exercise of the power of revocation contained in the settlement? If it were not for the provisions of the Wills Act, which I will come to directly, I think it could hardly be contended that it was not a valid exercise of the power. The whole question, to my mind, turns upon the provisions of the 10th section of the Wills Act. The first sentence of that section is a sentence which, as far as I can see, has never come before the court directly for judicial determination. There have been plenty of decisions under the second part of the section, but I think there have been none under the first. [His lordship then read the section in question, and continued:] The word "will" is defined in the Act as follows: "The word 'will' shall extend to a testament and a codicil, and to an appointment by will or by writing in the nature of a will." Now, is this document an appointment made by will? Looking at the document as a whole, in my opinion it is a will within the meaning of the definition of the Wills Act, and a will which ought to have been executed with the formalities required by that Act. Now, if I am right in saying that this document is an appointment by will, then is it invalid by reason of the provisions of the 10th section? The provision of that section applicable to this part of the case is, as I have said, the first sentence of that section: "No appointment made by will in exercise of any power shall be valid unless executed in manner hereinbefore required." It is an appointment made by will; it is in exercise of a power, and the express words of the section therefore would make this invalid. But it is said that I must read into that section the words "to appoint by will," and to make it read "no appointment made by will in exercise of any power to appoint by will shall be valid . . ." so that inasmuch as this is only incidentally a power to appoint by will, and because it is a power to appoint "by any writing," the section will not apply, and therefore this document will be a document in writing in exercise of the power not to appoint "by will" but to appoint "by writing." The only argument that can be adduced in support of that contention is derived from the expressions used in the second part of the section, and the way in which those expressions have been dealt with in certain cases



which have been cited—namely, *Taylor v. Meads* (4 De G. J. & S. 897) and *West v. Ray* (Kay 385). But in my judgment those cases are not authorities in the present case. It seems to me that it is impossible for me to construe that section otherwise than in accordance with its plain meaning. I cannot part with the case without mentioning an authority which, so far as the result of it goes, is adverse to the decision which I am pronouncing, and that is a case of *Re Broad, Smith v. Drayner* (1901, 2 Ch. 86). It is a decision of Kekewich, J. [His lordship then stated the facts of that case, and continued:] I do not consider that the case is an authority against that view which I have expressed, and for this reason: The 10th section, which is the determining factor in my decision, was not referred to before the learned judge at all. Whether the counsel on both sides and the learned judge (I was myself one of the counsel, so if any one was to blame I must share it) forgot the first provision of the 10th section, which is one not often referred to, I do not know. No decision has been cited to me in which that part of the section has come in question at all. The learned judge's attention in *Re Broad* was not called to it, and he dealt with the matter as if that section had not been in existence. He dealt with it purely and simply as a question of construction. He said: Here I have a power which can be exercised by a document purporting to be a will. I have a document which is not a will, but purports to be a will, and therefore I hold that that document is a proper exercise of the power. I do not say a word about the correctness or incorrectness of the decision as far as it goes. If I said anything about it at all, I should say that it seemed to me to be perfectly obvious in the way I have stated it, that the decision must have been as the learned judge decided. But the particular point with which I have to deal was not before him, and I consider, therefore, that that case is not an authority on which I can place any reliance. It seems to me that what I have to do is simply to construe those few words of the Act of Parliament, which are perfectly plain, and if on the true construction of the document it is an appointment by will, then it seems to me that an appointment by will in the exercise of a power, whether that power is expressly to appoint by will or not, is invalid, inasmuch as it was not executed in accordance with the Act.—COUNSEL, *J. Henderson; Coles; Wickham; J. F. W. Galbraith; Ward Coldridge*. SOLICITORS, *Dawes & Sons; Griffith & Gardner; A. Campbell Wade, for Nockolds & Wade, Bishop's Stortford*.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

**Re THE COMPANIES ACTS, 1862-1900, AND *Re T. H. SAUNDERS & CO. (LIM.)*. Warrington, J. 24th Jan.**

**COMPANY—SHARES—DEATH OF MEMBER—REGISTRATION OF EXECUTOR—RIGHT TO "CLEAN" REGISTRATION—ORDER OF NAMES—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), ss. 25, 30.**

*A company registered under the Companies Act, 1862-1900, is not entitled to enter on the register of members a statement that certain members are registered "as executors of a deceased shareholder. Where there are two or more joint shareholders they are entitled to have their names entered on the register in such order as they think fit.*

Motion. Thomas Monckton, at the date of his death, was the holder of ordinary and preference shares in T. H. Saunders & Co. (Limited). He died on the 7th of October, 1907, and by his will dated the 27th of March, 1900, he appointed his wife and two sons executors and trustees thereof. On the 11th of December the applicants sent a letter to the company stating that they were the executors of Thomas Monckton, deceased, and requesting the company to place their names on the register of shareholders in respect of the shares held by Thomas Monckton, and to issue to them certificates in their names. This request was signed by all three executors. The company refused to comply with this request, and on the 6th of January, 1908, their solicitor wrote: "I have carefully considered the question raised by the application, and have advised my clients that, though section 25 of the company's articles would allow them to do so if they so desired, they are not bound to register the executors in the company's books otherwise than in their representative capacity, and as being the parties entitled to legally transfer the shares held by the deceased. The company has, I am informed, already done this, and there is therefore nothing further for it to do in the matter." The applicants thereupon served a notice of motion upon the company, asking that the register of members of the company might be rectified by removing the name of Thomas Monckton, deceased, therefrom as the holder of the shares in question and substituting the names of the applicants. Section 25 of the Companies Act, 1862, provides: "Every company under this Act shall cause to be kept, in one or more books, a register of its members, and there shall be entered therein the following particulars: (1) The names and addresses, and the occupations, if any, of the members of the company, with the addition, in the case of a company having a capital divided into shares, of a statement of the shares held by each member, distinguishing each share by its number. . . . (2) The date at which the name of any person was entered in the register as a member. (3) The date at which any person ceased to be a member," and imposes penalties for the contravention of its provisions. Section 30 provides: "No notice of any trust, expressed, implied, or constructive, shall be entered on the register or be receivable by the registrar in the case of companies under this Act and registered in England or Ireland." The articles of association of the company provide: "13. The company shall not be bound by nor recognize any equitable, contingent, future or partial interest in any share, nor (except only as by its regulations otherwise expressly provided) any right or trust in respect of a share other than an absolute right thereto in accordance with its regulations in the persons from time to time registered as the holders thereof. 24. The executors or administrators of a deceased member, not being one of several joint owners, shall be the only persons recognized by the company as having any title to his share or

shares. 25. Any person becoming entitled to a share in consequence of the death of any member or by any lawful means other than by an ordinary transfer may be registered as a member upon such evidence of title being produced as may from time to time be required by the directors. 26. Any person who has become entitled to a share in consequence of the death of any member may, instead of being registered himself, elect to have some person to be named by him registered as a transferee of such shares."

WARRINGTON, J.—The question I have to decide here is whether a company is entitled to insist on the insertion on the register of members of the company of a statement that certain members are entered in the register as the executors of a deceased shareholder. [His lordship then stated the facts, and read sections 25 and 30 of the Companies Act, 1862, and the articles of association of the company which he considered material, and continued:] The only ground on which the company put their alleged right is the necessity or desirability of preserving evidence of the nature of the transmission of the shares in question. That seems to me to be a reason which I may say is no reason at all. Of course, the company can preserve a record of the mode in which the shares were transmitted, but the question is whether they are entitled to put it in the register; that is to say, are they entitled to qualify the insertion of the names of members as executors, and in such a way as to give notice that they are not absolute owners? In my opinion, no. When one looks at the Act of Parliament and the articles of association of the company, it is clear that the strict right of the executors of a deceased shareholder is to have their names inserted on the register without any qualification. It is said that there is a universal custom for companies to insert the qualification of a member. In most cases, perhaps, shareholders do not insist on their rights, but when they do I think that they are entitled to be registered as under section 25 of the Act, and without any qualification. As to the order of the names, it was contended that the company might insist upon entering the names upon the register in such order as they pleased. This, I think, is quite wrong. The joint holders of shares may arrange between themselves in what order their names shall be registered, and how they shall vote. The executors here desire to be registered in a particular order, and I think, therefore, that they are entitled to be registered in the order asked for in the notice of motion, and the company must pay the costs.—COUNSEL, *E. W. Martell; H. Terrill, K.C., and Tyldesley Jones*. SOLICITORS, *Druce & Attles; Charles Marchant*.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

## High Court—King's Bench Division.

**BOTTOMLEY v. BROUGHAM**. Channell, J. 24th Jan.

**LIBEL—PRIVILEGE ABSOLUTE—FURTHER REPORT OF OFFICIAL RECEIVER—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C. 63), s. 8 (2).**

*The further report of an official receiver made under section 8 (2) of the Companies (Winding-up) Act, 1890, is absolutely privileged.*

Application under ord. 25, r. 2, to dismiss an action for libel on the ground that it was frivolous and vexatious, and an abuse of the process of the court, and also on the ground that the statement of claim disclosed no cause of action. By sub-section 2 of section 8 of the Companies (Winding-up) Act, 1890: "The official receiver may also, if he thinks fit, make a further report, or further reports, stating the manner in which the company was formed, and whether in his opinion any fraud has been committed by any person in the promotion or formation of the company, or by any director or other officer of the company in relation to the company since the formation thereof, and any other matters which, in his opinion, it is desirable to bring to the notice of the court." The defendant, who was the senior official receiver under the Companies Act, made a report under this subsection to the Winding-up Court, in the winding-up of a company known as the Joint Stock Trust and Finance Corporation (Limited), of which the plaintiff was managing director. The plaintiff brought an action for libel against the defendant in respect of certain statements contained in the said further report, and the question argued upon this application was whether such a report was absolutely privileged or not.

CHANNELL, J.—I have no doubt that this action is not maintainable. In the first place I should like to state what is my view, derived from the authorities, as to what is the meaning of "absolute privilege." Those words are not really very accurate, and it is clear that the use of the word "privilege" is sometimes misleading. If often means a private right. There is no private right in a judge, an advocate, or a witness to be malicious. If malice could be proved, I am by no means sure that the libel would not be actionable. But the real doctrine of absolute privilege is that in the public interest it is not desirable to inquire whether the words of certain persons are malicious or not. But there is no privilege to be malicious. So far as it is the privilege of an individual, it is a privilege not to have his conduct inquired into to see whether it is malicious or not. The authorities will be found in *Lamb v. Munster* (1883, 31 W. R. 117, Q. B. D. 110). This being the doctrine, does this case of an action against the official receiver for libel alleged to be contained in his further report to the Winding-up Court come within it. I think it does, for two reasons. The official receiver has a statutory duty to inquire in a judicial way into certain matters under these Acts. It is true these proceedings were *ex parte*, but that makes no difference. Judges hearing *ex parte* applications act judicially, and the doctrine of absolute privilege applies. The fact that the inquiry is preliminary does not prevent it from being judicial. The preliminary investigation

before magistrates is privileged. Indeed, the answer to Mr. F. E. Smith's contentions is that the inquiry is preliminary and does lead to future proceedings where the plaintiff will have every opportunity of dealing with the points raised in the report. I think, therefore, that this report must be considered as absolutely privileged as being the judgment of a judicial officer on a matter entrusted to him for inquiry. There is also another ground on which this report was absolutely privileged. It is the information on which the proceedings in the Winding-up Court are instituted, given by the official receiver in pursuance of a statutory duty, and I think the case comes within the authority of *Lilly v. Roney* (1892, 61 L. J. Q. B. 727), and that this case is much stronger than that. For in that case a person who considered that he was hurt by the conduct of a solicitor complained to the Law Society, and that complaint was held to be absolutely privileged as the commencement of the proceedings. I agree that there the privilege was rather the privilege of a litigant than that of a judge. And it may not be very accurate to say that the official receiver is a litigant, though in one sense he is appearing for the prosecution and not acting as a judge. But I do not think that matters. The official referee initiates the legal inquiry, acting in the performance of a duty imposed upon him as an officer of the court. The statement of claim, in my opinion, shows no reasonable cause of action, and the action will be dismissed.—COUNSEL, *F. E. Smith* and *H. W. Malkin*; *Sir William Robson*, S.G., and *Rowlatt*, SOLICITORS, *A. E. Dann*; *The Solicitor to the Board of Trade*.

[Reported by C. G. MORAN, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

*In the Goods of RAYNER (DECEASED).* Gorell Barnes, P. 27th Jan.

PROBATE—RETRACTION OF RENUNCIATION—PROBATE RULES—PRACTICE.

Where the chain of executorship has been broken, the court may allow an executor who has renounced to take a grant in a different capacity.

Motion for leave to retract renunciation. It appeared that the deceased, George Pritchard Rayner, made a will dated the 24th of January, 1900, and by it appointed his brother, John Henry Pritchard Rayner, the present applicant, sole executor. A codicil was executed a day or two later which necessitated an action in the Chancery Division to ascertain the wishes of the testator. Owing to his military duties in South Africa the applicant had renounced his executorship on the death of the testator, which occurred on the 1st of July, 1900; accordingly, Charles Brady Pritchard Rayner, another brother, took out a grant of administration, but he died intestate on the 20th of February, 1906, and the present applicant, as his next-of-kin, had obtained a grant of letters of administration to his estate on the 30th of May, 1906. The result was, that the estate of George Pritchard Rayner was now unrepresented. On behalf of the applicant it was urged that the application was necessary, as without the leave of the court an executor who had renounced could not retract that renunciation. *In the Goods of Stiles* (46 W. R. 444; 1898, P. 12) was in point. [GORELL BARNES, P.—In that case there were two executors, but here the chain of executorship has been broken and cannot be revived. Why does he not apply for a grant as residuary legatee?] Counsel for applicant submitted that the registry could not make the grant, owing to rule 50 of the Probate Rules in Non-contentious Business, 1862, which ran: "No person who renounces probate of a will or letters of administration of the personal estate and effects of a deceased person in one character is to be allowed to take a representation to the same deceased in another character."

GORELL BARNES, P.—That I will at once do for you. There will be a grant *de bonis non* as absolutely entitled, subject to production of the deed of renunciation.—COUNSEL, *Le Bas*. SOLICITORS, *Ulithorne, Currey, & Co.*

[Reported by DISSY COTES-PAREDDY, Barrister-at-Law.]

## Bankruptcy Cases.

*Re MACFADYEN & CO. Ex parte VIZIANAGRAM MINING CO. (LIM.).* Bigham, J. 20th Jan.

BANKRUPTCY—ENGLISH BANKRUPTCY AND INDIAN INSOLVENCY—AGREEMENT TO POOL THE ENGLISH AND INDIAN ASSETS—SANCTION OF COURT.

The Court sanctioned a scheme for the pooling of the assets in the English bankruptcy and Indian insolvency of firms carrying on business in London and Madras, such arrangement being hitherto without precedent.

This application was in the form of a motion to restrain the trustee in the bankruptcy of P. Macfadyen & Co., in England, from entering into an agreement with the official assignee at Madras to pool the assets of Macfadyen & Co. in England, and Arbuthnot & Co. in Madras, and distribute the same among the creditors who had proved against the two firms in England and in India. The real object of the application was to obtain the sanction of the court to the agreement in question, which was without precedent. P. Macfadyen, Sir George Arbuthnot, and J. M. Montgomery had carried on business in London as P. Macfadyen & Co. and in Madras as Arbuthnot & Co. Macfadyen died on the 30th of October, 1906. On the 22nd of October, 1906, an order was made by the High Court at Madras, under the Indian Insolvency Act, vesting the estate of Arbuthnot & Co. in the official assignee at Madras. On the 27th of October a receiving

order was made in the High Court in Bankruptcy in England against P. Macfadyen & Co. The firm was adjudicated bankrupt, and on the 8th of November Mr. Cooper was appointed trustee. On the 27th of November an order was made under section 125 of the Bankruptcy Act, 1883, for the administration in bankruptcy of the estate of P. Macfadyen, deceased. On the 23rd of November an order was made consolidating the bankruptcy of Macfadyen & Co. and the administration of the estate of P. Macfadyen. There were 1,036 creditors of the firm in England, and about 7,000 in India. The trustees in England and the official assignee in Madras entered into negotiations which resulted in an agreement that the administrations in England and in Madras should proceed concurrently, and that the assets should be pooled and distributed among the creditors proving in England and in India. This agreement was approved by the High Court at Madras on the 21st of October, 1907. The present application was made by the Vizianagram Mining Co. (Limited), who were large creditors in England, for an order restraining the English trustee from entering into the pooling agreement, and there was a cross-application by the trustee for the leave of the court to enter into the agreement. Counsel for the applicants stated that the motion was a friendly one, made with the view of obtaining the sanction of the court to the scheme, as there was some doubt as to whether the trustee had any power to send any of the assets out of England, to persons who had not proved in the English bankruptcy. Counsel for the trustee contended that the court had inherent jurisdiction to approve a scheme which was beneficial to all the parties interested.

BIGHAM, J., made an order sanctioning the scheme, and considered it a proper and business-like arrangement. The parties were quite right to come and ask for the sanction of the court, and the order now made would protect them as long as it stood. If there were any person dissatisfied with the order it would be open to him to appeal against it. The costs of all parties would come out of the estate.—COUNSEL, *S. G. Lushington*; *Gore-Brown*, K.C., and *Hansell*. SOLICITORS, *Freshfields*; *Sibbald, Gibson, & Co.*

[Reported by P. M. FRANCES, Barrister-at-Law.]

## Societies.

### Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on the 23rd of January, Mr. W. M. Woodhouse in the chair. The other directors present were Mr. P. W. Chaudler, Mr. T. H. Gardiner, Mr. R. J. Pead, Mr. Mark Waters, and the secretary, Mr. E. E. Barrow. A sum of £40 was voted in relief of deserving applicants, one new member was elected, and other general business transacted.

### Wolverhampton Law Society.

A largely-attended meeting of the above society was held on the 24th ult. at the Law Library, Lich-gates, Wolverhampton, when the following appointments were made for the ensuing year: President, Mr. J. E. Underhill; hon. treasurer, Mr. T. F. Waterhouse; hon. secretary, Mr. R. Dallow; hon. auditors, Messrs. G. M. Martin and S. W. Page. Messrs. J. F. Brewer, H. B. Jones, F. A. Stirk, B.A., LL.B., H. Taylor, and R. Tildesley were elected to fill vacancies on the council.

## Law Students' Journal.

### Calls to the Bar.

The following gentlemen were called to the bar on Monday last:

LINCOLN'S INN.—E. G. Eardley-Wilmot (certificate of honour, Council of Legal Education, Michaelmas, 1907), Oriel Coll., Oxford, M.A.; Prasanna Kumar Sinha; Guy Wormald, Trin. Coll. Camb., LL.B.; Mir Ayub Khan; Mirza Agha Zakir Ali; Mohammad Wasim, Magd. Coll., Camb.; H. V. Phillips, Gon. and Caius Coll., Camb., B.A.; L. W. Ritch; G. W. Hornsby; C. O. Deans; W. P. Ryall; Abdul Hamid; J. E. Raphael, St. John's Coll., Oxford.

MIDDLE TEMPLE.—A. H. Douglas, LL.B., B.Sc. Univ. of London, studentship and certificate of honour awarded by the Council of Legal Education, Hilary term, 1907; J. B. Richardson, B.A., LL.B., Camb., studentship and certificate of honour awarded by the Council of Legal Education, Trinity term, 1907; Pembroke Wicks, LL.B., London, certificate of honour, Council of Legal Education, Trinity term, 1907; J. S. Chartres; R. E. Ross, LL.B. London; Edouard Gallett; A. C. D. Jackson, B.A., LL.B.; T. H. Charles; N. L. Goddard; Edwin Smith, M.D. London, M.B.C.S. Eng.; L.R.C.P. London; Jagmohan Nath Chak, B.A. Oxon; C. L. R. Thomas; B.A. Univ. Coll., Oxford; Athelstan Ridgway, LL.B., London; W. M. St. L. Saunders; W. H. D. Bell, B.A., LL.B. Camb.; C. N. S. Zeffert, B.A. Oxon; H. B. Samuel, B.A. Oxon; C. W. Slaughter; Rustam Jivanji Jamshedji Modi; Adolf Davis; Mian Sami Uddin; Qazi Tajammul Husain, M.B.A.S. Joseph Shaw; Moung Chit Moung; Shaikh Masih Uddin Ahmad; Sheikh Razi Uddin Ahmad; Maung Pu, B.A. Calcutta Univ.; Surendra Nath Sinha, M.B.A.S.

INNER TEMPLE.—G. H. Beyfus, B.A., Oxford, certificate of honour awarded Hilary term, 1908; A. H. Edwards, Oxford; G. D. Hobson, M.A., Oxford; B. W. Devas, B.A., Oxford; G. G. Russell, B.A., Camb.; A. D. Stoop, B.A., Oxford; O. H. Cooke, B.A., Oxford; R. W. Smith,



B.A., Camb.; J. H. Morrell, B.A., Oxford; Philip Lloyd-Greame, B.A., Oxford; F. H. Toynes, B.A., Oxford; R. D. Nolan, B.A., Oxford; P. A. Currie, B.A., Oxford; J. L. Y. Kell, B.A., LL.B., Camb.; H. G. Weber, B.A., LL.B., Camb.; H. S. Chatfield, B.A., Oxford; J. J. L. Sisson, Oxford; N. F. R. G. Howe-Browne, B.A., Oxford; R. P. B. Davis, B.A., Oxford; W. H. P. Lewis, B.A., Oxford; O. B. Clarke, B.A., Oxford; H. G. Meyer, B.A., LL.B., Camb.; Bernard Alexander and A. F. Schuster, B.A., Oxford.

GRAY'S-INN.—W. A. Barton, certificate of honour, Council of Legal Education, Trinity, 1907, Barstow Law scholar, 1908, B.A., Magd Coll., Oxford, B.A., Sydney Univ., Victorian scholar, Oxford Univ., Rhodes scholar; J. A. Cherry, certificate of honour, Council of Legal Education, Hilary, 1908; O. J. H. Davis; F. E. Bodell, LL.B., Victoria Univ., Manchester; F. C. J. C. Jenkin; A. M. Carr, B.A., Trin. Coll., Oxford, Arden scholar, Gray's-inn, 1908; J. E. Molnes; Rabindranath Datta, B.A., Christ's Coll., Camb., M.A., Calcutta Univ.; H. F. Chettle, B.A., Corpus Christi Coll., Oxford, Bacon scholar, Gray's-inn, 1908; F. W. Dunn, B.A., R. Univ. of Ireland, Associate of the R. Coll. of Science for Ireland; C. G. E. Fletcher; Edward Duke; Pothreddy Rangaiya Naidu; L. A. C. Wharton; E. W. Shepperson, B.A., LL.B., Christ's Coll., Camb.

### Gray's-inn.

The Arden Scholarship, 1908, has been awarded to Arthur Strettell Carr. Mr. Carr is the second son of Mr. Comyns Carr.

## Legal News.

### Appointment.

Mr. REGINALD KNOCKER, town clerk of Dover, has been appointed by Lord Brassey, Lord Warden of the Cinque Ports, to be Registrar of the Cinque Ports in succession to his father, the late Sir Wollaston Knocker.

### Changes in Partnerships.

#### Dissolutions.

EDWARD POWER BILBROUGH, WILLIAM LEVERS PLASKITT, and FRANCIS JOSEPH PLASKITT, solicitors (Bilbrough & Plaskitts), 8, Old Jewry, in the city of London. Dec. 31. All debts due to and owing by the said late firm will be received and paid by the said Edward Power Bilbrough and William Levers Plaskitt, who will continue to practise under the style of Bilbrough & Plaskitt, at 8, Old Jewry aforesaid; Mr. Francis Joseph Plaskitt will carry on his practice in his own name at Copthall House, 13, Copthall-avenue, E.C. [Gazette, Jan. 24.]

FRANCIS HENRY PEPPER, HERBERT RALPH WINTERTON, and JOHN PRATT YOUNG, solicitors (Pepper, Tangye Young, & Co.), 3 and 4, Clement's-inn, Strand, London. Dec. 31. The said Francis Henry Pepper and Herbert Ralph Winterton will continue to practise at the same address, under the style of Pepper, Tangye, & Co.; the said John Pratt Young will continue to practise at Westcliff-on-Sea. [Gazette, Jan. 28.]

### General.

It is announced that Mr. R. H. Amphlett, K.C., in view of his appointment as County Court Judge at Wandsworth, will resign the office of Recorder of Worcester, which he has held since 1891.

We are officially informed that the following is the arrangement for the distribution of special work among the judges: Lancashire Causes, Mr. Justice Joyce; Public Trustee Act, Mr. Justice Joyce; Land Transfer Act, Mr. Justice Joyce; Bankruptcy Act, Mr. Justice Bigham; Companies (Winding-up) Act, Mr. Justice Swinfen Eady and Mr. Justice Neville; Railway and Canal Traffic Act, Mr. Justice Lawrence; Patents and Designs Act, Mr. Justice Parker.

At the weekly meeting of the London County Council, held on the 28th ult., the General Purposes Committee reported that various representations had been made to the council as to the working in London of the order, under the Land Transfer Act, for the compulsory registration of title to land, and recommended that it was desirable that an inquiry should be instituted into the working of the Act with a view to its amendment in such direction as might be found to be desirable, and that a communication to this effect should be made to the Lord Chancellor. After some discussion, the recommendation was adopted.

Giving judgment on the 24th ult. in an action remitted from the High Court, which had occupied the time of the Clerkenwell County Court for three days to the exclusion of its ordinary work, Judge Edge said, according to the *Daily News*, they were more than 100 cases behindhand in that court. They had tried to pick up arrears, but it was hopeless. "I have been urging for the last three years the necessity of assistance," added His Honour, "and now there is hope that something will be done and that before February is out we shall have assistance." Later in the day, counsel asked if dates could be fixed for the hearing of their cases. Judge Edge said: "I have long since been in the position of the impecunious gentleman who, when called upon by the tax collector, politely asked him to call again in a month, and he would then tell him when to call again."

The following days and places are appointed for holding the Winter Assizes, 1908: North Eastern Circuit.—Mr. Justice Channell and Mr. Justice Sutton.—Tuesday, February 18, at Newcastle-upon-Tyne; Tuesday, February 25, at Durham; Thursday, March 5, at York; Tuesday, March 10, at Leeds. Oxford Circuit.—Mr. Justice Grantham and Mr. Justice Jelf.—Wednesday, January 29, at Reading; Saturday, February 1, at Oxford; Friday, February 7, at Worcester; Thursday, February 13, at Gloucester; Thursday, February 20, at Monmouth; Wednesday, February 26, at Hereford; Saturday, February 29, at Shrewsbury; Thursday, March 5, at Stafford.

Sir William Follett, says the *Globe*, to whom, as the only other Attorney-General who has died in office in modern times, many references have been made in connection with the death of Sir John Lawson Walton, is likely to be remembered much longer than most Law Officers. His memory is preserved by a statue in St. Paul's Cathedral—a very rare honour for a lawyer. The most famous case in which Sir William Follett appeared was the action brought by Mr. Norton against Lord Melbourne. He opened the case for the unsuccessful plaintiff at half-past nine one morning, and Sir John Campbell, who appeared for the Prime Minister, did not begin his triumphant address to the jury until nearly seven o'clock in the evening. The judicial day was longer then than it is now.

Friday, 24th of January, being the Grand day of Hilary Term at Gray's-inn, the Treasurer (Mr. H. E. Duke, K.C.) and the Masters of the Bench entertained at dinner the following guests: Lord Atkinson, Sir Redvers Buller, the Treasurer of the Middle Temple (Mr. Justice Phillimore), Mr. Justice Eve, the American Chargé d'Affaires (Mr. John Ridgely Carter), Sir John Wolfe Barry, Sir Arthur Rücker, the Solicitor-General (Sir W. S. Robson, K.C., M.P.), Sir Charles Mathews, Mr. R. A. McCall, K.C., the Mayor of Holborn (Alderman Lacy Ridge). The benchers present in addition to the treasurer were: Mr. James Shell, Mr. M. W. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. T. Terrell, K.C., Mr. Barnard, K.C., Mr. H. F. Manisty, K.C., Mr. W. J. R. Pochin, Mr. A. E. Gill, Mr. Vasey Knox, K.C., Mr. J. R. Atkin, K.C., with the preacher, the Rev. R. J. Fletcher.

The Board of Trade, says the *Times* of the 29th ult., have decided to oppose the confirmation of the recent agreement entered into between the Great Northern and Great Central Railways. It will be remembered that in December last the shareholders of both railway companies approved the arrangement, but it has yet to be ratified by the Railway and Canal Commissioners; it cannot be completed till that is accomplished. The proposed arrangement is being affected under the Act of 1858, which distinctly states that nothing in any agreement shall authorize any revision of the rates—that is, a diminution or increase of the maximum rates chargeable by the respective companies as authorized by their respective Acts. By the proposed agreement the maximum rates of the two companies interested are to be made the same. This, the Board of Trade contend, cannot be done by the proposed method of procedure. Then, again, the Board of Trade also oppose the agreement because they contend the period for which the arrangement is proposed is too long—999 years being the agreed period. An Act of Parliament, of course, could break this agreement before the expiry of that time, but the Board of Trade contend that such long agreements are against the public interest.

Great interest, says the *Daily News*, was shown by a large number of justices who attended on the 24th ult., the Quarterly County Day Meeting held at the Clerkenwell Sessions in two propositions affecting the question whether there should or should not be only one Sessions House for the Metropolis. Mr. Robert Wallace, K.C., presided. Sir Frederick Young moved: "That in the opinion of this court the time has arrived when it is necessary, in the best interests of the County of London, that the whole of the sessional business should be conducted in one court, either by the construction of a Sessions House in a central position on the north side of the Thames, or, if this is absolutely impossible, by the adaptation of the present Sessions House at Newington to the purpose." Mr. Edmund Barnes proposed that the sites of the present North and South Sessions Courts should be sold and a new central court be erected near the Royal Courts of Justice for the use of the whole of London. Sir H. B. Poland condemned both schemes, and advocated the use of the new Sessions House in the Old Bailey for Newington and Clerkenwell business. In the end Sir Frederick's Young's motion that the whole of the sessional business should be conducted in one court was agreed upon. He withdrew the rest of his motion. The justices also agreed that the two existing sites should be sold or utilised for other county purposes, and a court-house provided near to the Law Courts.

In giving judgment in the money-lending case of *Eldridge v. Broussard* on the 25th ult., Mr. Justice Darling said the Legislature seven years ago, by an Act dealing with money-lenders and borrowers, had cast upon the Judges of the High Court the difficult duty of considering whether transactions were fair and just and such as the courts ought to enforce. There were many bargains as to which no such duty was cast on the courts, but in money-lending matters the Legislature had to some extent reverted to the position occupied under the Middle Ages' laws against usury; they had taken notice of the fact that money-lenders do habitually take unfair advantage of the necessities of those who resort to them, and the courts, therefore, now had to decide whether a transaction was harsh and unconscionable or not. It had been held that the rate of interest charged might be regarded, but was not in itself to be conclusive. It would be the merest folly to lend some people anything, even on a promise to pay 1,000,000 per cent., and the rate of interest alone was not enough. In this case he did not look at the interest alone, but it was plain that the rate was exceedingly high. The result would be, if the whole transaction were regarded as one, that the plaintiffs had had back

all the money lent together with interest, allowing for the fact that instalments were paid off weekly, at 200 per cent. He (the learned judge) was not bound to say what would be a proper rate of interest, but only whether the interest charged was excessive. It was not for him to legislate or attempt to influence the Legislature, and he was only speaking his own mind, but he could not help thinking it would be well if the Legislature could give some further guidance to the judges by fixing a maximum rate of interest that should be charged. Many people who borrow never realized how much they were being charged, and if it were laid down by law that the interest charged should be plainly shewn upon the promissory note, many who now borrow would never do so.

## Court Papers.

### Supreme Court of Judicature.

| ROTA OF REGISTRARS IN ATTENDANCE ON |                 |                     |                    |                              |
|-------------------------------------|-----------------|---------------------|--------------------|------------------------------|
| Date.                               | EMERGENCY ROTA. | APPEAL COURT No. 2. | MR. JUSTICE JOYCE. | MR. JUSTICE SWINFEN R.M.D.V. |
| Monday, Feb. ....                   | Mr. Leach       | Mr. Farrier         | Mr. B. al          | Mr. Goldschmidt              |
| Tuesday .....                       | Borror          | Beal                | Synges             | Theod                        |
| Wednesday .....                     | Synges          | Farmer              | Bloxam             | Goldschmidt                  |
| Thursday .....                      | Farmer          | Beal                | Synges             | Theod                        |
| Friday .....                        | Beal            | Farmer              | Theod              | Goldschmidt                  |
| Saturday .....                      | Church          | Beal                | Synges             | Theod                        |

  

| Date.             | MR. JUSTICE WASHINGTON. | MR. JUSTICE NEVILLE. | MR. JUSTICE PARKES. | MR. JUSTICE EVE. |
|-------------------|-------------------------|----------------------|---------------------|------------------|
| Monday, Feb. .... | Mr. Gresswell           | Mr. Borror           | Mr. Church          | Mr. Synges       |
| Tuesday .....     | Leach                   | Bloxam               | Tindal King         | Farmer           |
| Wednesday .....   | Gresswell               | Borror               | Church              | Tindal King      |
| Thursday .....    | Leach                   | Bloxam               | Tindal King         | Church           |
| Friday .....      | Gresswell               | Borror               | Church              | Leach            |
| Saturday .....    | Leach                   | Bloxam               | Tindal King         | Gresswell        |

## Winding-up Notices.

London Gazette.—FRIDAY, JAN. 24.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

- A. CAPELLE, LIMITED**—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Mr Albert Gustave Capelle, 81, Rue Talbot (9e), Paris. Crump & Son, Lendenhall st, solers to liquidator
- BRAMSHOTT PAPER MILLS, LIMITED**—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to John Clifford Bright, 24, Martins in, Cannon st. Atherton, Abchurch in, solers to liquidator
- BRITISH BODY AND WHEEL WORKS, LIMITED**—Peta for winding up, presented Jan 21, directed to be heard Feb 4. Bannister & Reynolds, Basinghall st, solers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 3
- ESPIERO AUTO CAR CO, LIMITED**—Peta for winding up, presented Jan 17, directed to be heard on Feb 4. Golding & Co, Cannon st, for Bennett & Ironside, L'icester, peters' solers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 3
- FREDERICK CHINA CLAY CO, LIMITED**—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Mr Joseph Ernest Archer, Narrowgate House, Alnwick. Dickson & Co, Alnwick, solers for liquidator
- LARVIN & KLEMENT MOTOR AGENCY, LIMITED**—Creditors are required, on or before Feb 29 to send their names and addresses, and particulars of their debts or claims, to Herbert Newton-Smith, 37, Walbrook, liquidator
- LONDON AND COUNTRY LAND DEVELOPMENT CO, LIMITED**—Peta for winding up, presented Jan 17, directed to be heard Feb 4. Foulger & Co, Hare st, Temple, solers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 3
- NEW HIDE AND SKIN CO (SHEFFIELD), LIMITED**—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to George Shuttleworth Greening, 19, Norfolk row, Sheffield, liquidator

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### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

- COOPER & CLEGG, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Edmund Ashworth Radford, Parr's Bank bldg, 3, York st, Manchester, liquidator
- FINANCIAL AND MINING SYNDICATE, LIMITED**—Peta for winding up, presented Jan 24, directed to be heard Feb 11. Vincent & Vincent, Budge row, solers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 10
- FRANCIS COX & CO, LIMITED**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Frederick Bartram Smart, 22, Queen st. Joseph, Fore st, solers to liquidator
- HARRY W. COX, LIMITED**—Creditors are required, on or before Feb 10, to send in their names and addresses, with particulars of their debts or claims, to Mr Arthur R. King Parlow, 4, King st, liquidator
- HAYES, GLOVER, & CO, LIMITED**—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to David Sibbald, Smith's Bank chmbrs, Market pl, Derby. Pinder, Derby, solers for liquidator
- LEYLAND MOTOR TRANSIT CO, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwin Smalley, 9, Chapel st, Preston, liquidator
- M E X SYNDICATE, LIMITED**—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Albert Mitchell, Daishwood House, 9, New Broad st. Samuel & Co, Gt Winchester st, solers to liquidator

## Creditors' Notices.

### Under Estates in Chancery.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 24.

- COCKRELL, JOHN WALLER, Gorleston, Builder** Feb 19 Pinhey v Cockrell and Pease, Neville, J. Wyllys, Gt Yarmouth
- OSBALDESTON, JOHN, Preston, Plumber and Painter** Feb 21 Osbaldeston v Birket and Others, Registrar, Preston Goodier, Preston

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- WILSON, MARGARET, New Brighton, Chester** Feb 28 Worrall and Others v Wornall, Registrar, Liverpool Cooks, Liverpool

### Under 22 & 23 Vict. cap. 35.

#### LAST DAY OF CLAIM.

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- BARNETT, ALLEN, Ashton under Lyne** March 7 Whitworth, Ashton under Lyne
- BIRCHAM, JANE, Wolverhampton, Hinge Manufacturer** Feb 23 Byron, Wolverhampton
- BOLTS, PHILIP, Howland st** Feb 24 Speechley, Strand
- BROWN, MARTIN WALTER, Newcastle upon Tyne, Mining Engineer** Feb 22 Ward, Newcastle on Tyne
- BURDOS, JULIA, Tunbridge Wells** Feb 29 Master & Co, Stone bldgs, L'ncoln's inn
- CARTER, WILLIAM, Fletton, Hunts, Grazier** Feb 28 Wymau, Peterborough
- CHEW, ALICE, Bury, Laues** Feb 29 Hugson & Co, Manchester
- COGLE, ELIZABETH, Bath** Feb 29 Norton & Wilson, Wells
- COOPER, WILLIAM, Leicester, Blacksmith** Feb 7 Ellis Cooper, 231, Balgrave gate, Leicester
- CRAWFORD, MARIA, Sh'field** March 1 Smith & Co, Sheffield
- DEWINGTON, RICHARD, Southend on Sea** March 1 Tolhurst & Co, Southend on Sea
- DISE, JOHN, Newcastle on Tyne** Feb 23 Ward, Newcastle on Tyne
- DOWLING, ALICE, JANE, Hove, Sussex** March 1 King & Jenkins, Abchurch in
- DUMSON, RIGHT HON CHARLES ADOLPHUS Earl of, Lancaster gate** Feb 27 Robins & Co, Lincoln's inn fields
- ECKERLEY, JOHN, Atherton, Lancs, Innkeeper** Feb 21 Hop & Garatang, Atherton
- ELVY, JOHN EDWARD, Strood, Kent, Coal Merchant** Feb 21 Robinson, Strood
- FISH, HELEN, South Hayling, Hunts** Feb 22 Cogle & Haddock, Horeham
- FISHER, CHARLES WILTON, Middlesbrough** Jan 31 Panch & Robson, M ddesbrough
- GARTHE, THOMAS COLLETON, Haines Hill, Berks** Feb 29 Wordsworth & Co, Bloomsbury
- GREEN, THOMAS, Farnhill, nr Kelghley, Yorks, Joiner** Feb 22 Ratcliffe & Higgins, Blackburn
- HALL, GEORGE WILLIAM, Lanbeeth, Pellerorchan, Pembroke, Farmer** Feb 29 Hughes & Co, Pembroke
- HARVEY, GEORGINA, Gt Canfield, Dunmow, Essex** Feb 23 Russell & Co, Old Jewy
- HINCH, JULIA, Bradford** Feb 12 Neill & Holland, Bradford
- HUTCHINS, ELIZABETH, Teignmouth** Feb 29 Jordan & Son, Teignmouth
- IVORY, JOSEPH, Hackney, Builder** Feb 29 Mills & Co, Finsbury
- JACKSON, WILLIAM PITT, Dorchester, Farmer** Feb 29 Lock & Co, Dorchester
- JUDD, WILLIAM, Warrington, Warwick** Feb 14 Bennett, Banbury
- LOWTHINS, MARGARET, Beckbridge, W'atmoreland** Feb 14 Scott & Co, Penrith, Cumberland
- MCNEILL, ARTHUR, Blindellsands, Lancs** March 21 Watson & Co, Liverpool
- MANNIOTT, MARIA, Eastleigh, Southampton** Feb 28 Watson, Gt Winchester st
- MARSHALL, WILLIAM WILKINSON, Keamsington muns, Earl's Court** Feb 29 Marston & Robinson, Essex st, Strand
- NEUBURNHOLME, CHARLES HENRY BACON, Kingston upon Hull** March 7 Woodhouse & Davidson, Lime st
- PAIR, FREDERICK JOSEPH, Agar st, Strand, Watchmaker** Feb 15 Perkins, Duke & Adelphi
- PARRY, ABRAHAM, Cuddah's Quay, Flint, Boot Dealer** March 1 Hughes & Hughes, Flint
- POLLYE, BENJAMIN JOHNSON, St. Mary Magdalen, Norfolk, Farmer** Feb 8 Ward, King's Lynn
- PRIER, EDWARD, Worthing** March 2 Verrall & Son, Worthing
- PITCHARD, ANNE MARIA, Rugby** Feb 28 Wratissall & Thompson, Rugby
- PROBERT, DAVID WILLIAM, Handsworth** March 14 Pinnest & Co, Birmingham
- RAALTE, LION VAN, Benulsh hill, Upper Norwood** March 1 Upton, Fleet st
- RAGGI, MARIO, Boundstone, Farnham** March 25 Potter & Grundwell, Farnham
- RICHARDS, FRANCIS, King's av, Muswell Hill** Feb 29 Venn & Woodcock, High Holborn
- RICE, CHARLES, Coleman st, Tailor** March 9 Hilbery & Co, Gt St Helen's
- ROBINSON, ARTHUR, Cobham, Farmer** Feb 29 Goodman, Worthing
- ROOTS, STEPHEN, Orpington** Feb 29 Sewell, Croom's hill, Greenwich
- RUSSELL, ARTHUR, Woking** Feb 24 Russell & Co, Norfolk st, Strand
- RUSSELL, JULIA, Crawley, Newagent** Feb 21 Cogle & Haddock, Horeham
- SADLER, EMMA, Hampton Court** March 1 Goodman, East Molesey, Surrey
- SHARPE, ANN ELIZABETH, Birmingham** Feb 29 Norton & Wilson, Shepton Mallet
- SMITH, ARABELLA, Wells, Somerset** Feb 8 Nalder, Shepton Mallet
- SMITH, LEWIS, Sheffield** Feb 7 Asher, Manchester
- STOTT, JOHN, Manchester, Mill Manager** Feb 29 Walker, Manchester
- STRIDDER, JOHN, Exeter** Feb 29 Friend & Tarbet, Exeter
- TAYNHAMIAN, HOVHANNES STRIPAN, New York, USA** Feb 22 Boyle & Co, Manchester
- UMESON, GEORGE HAROLD, Stores Wood, Linspefeld** Feb 24 Robins & Co, Lincoln's inn fields
- WAINWRIGHT, JOSEPH, Buxton, Derby, Lims Works Director** March 1 Shipley & Aldworth, Buxton
- WATKINSON, THOMAS ROULDRAN, Tockwith, York, Farmer** March 23 Kay, York
- WHITEHEAD, GEORGE, Rochdale** Feb 22 Chadwick, Rochdale
- WHITEHEAD, WILLIAM, Watresire, Liverpool** Feb 18 Melly, Liverpool

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- ARMSTRONG, JOHN, Jarrow, Butcher** Feb 29 Hennoldson, South Shields
- BAGSHAW, BENJAMIN, Sheffield, Solicitor** March 1 Bagnshaw & Co, Sheffield
- BAILEY, MARTHA, Hulme, Manchester** March 11 Simpson & Simpson, Manchester
- BERRY, THOMAS DABRY, Bologbroke rd, Wandsworth Common, Auctioneer** Feb 29 Robb & Berry, Tunbridge Wells
- BLACKHALL, WILLIAM SCOTT DONALD, Craven Hill gdns, Lancaster gate** Feb 29 Blackhall & Co, Threemorton st
- BLACKWELL, ROY JOHN WILLIAM, Marylebone** Feb 28 Morris, Park st, Grosvenor
- BOWWELL, THOMAS, Goleo, Yorks** Feb 11 Everett & Silvester, Goleo
- BRETT, CHARLOTTE GROOM, Worthing** March 15 Bell & Co, Queen Victoria st
- BUCKTON, JANE, Middlesbrough** Feb 29 Outwaite, Middlesbrough
- COCKE, STROUD LINCOLN, Dias, Norfolk** March 14 Capron & Co, Savile pl, Conduit st



COLLINS, LEWIS ERIC GEORGE, Barrowgate rd, Chiswick March 1 Hall, Old Change  
 DAVIES, JANE, Newport, Mon Feb 29 Horaby & Baker-Jones, Newport, Mon  
 DENAT, RAOUF DARRIN, Derby, Chef Feb 25 Moore, Derby  
 DUFFOCK, JAMES LANGHAM, Grinstead rd, Wandsworth Common 23 Feb Hayward &  
 Diplock, Cannon st  
 DUNNETT, ROBERT, Shepherd hill, Highgate March 25 Newman & Co, Clements inn  
 EVELLY, SAMUEL, Coventry Feb 18 Maddocks & Co, Coventry  
 FITTON, CHARLOTTE, Evesham, Worcester March 3 Byrch & Co, Evesham  
 FLETCHER, ALEXANDER FRANKSON, Worthing March 5 Tyrell & Co, Albany ct yd,  
 Piccadilly  
 GITTUS, CELINA, Shanklin, I of W March 9 Herbert, Cork ct, Burlington gdns  
 GOOD, EDWARD KELLY, Liverpool March 9 Alsop & Co, Liverpool  
 GREENWOOD, MARTHA, Craig y don, Llandudno Feb 25 Henderson & Hallmark,  
 Llandudno  
 HADDOCK, GEORGE, Kilburn, Yorks, Farm Foreman Feb 28 Richardson & French,  
 Thirsk  
 HARP, JOHN, Aston Manor, Warwick, Pork Butcher March 9 Ansell & Ashford,  
 Birmingham  
 HENRY, HANNAH, Liverpool Feb 19 Smith & Foss, Liverpool  
 HESS, PABY ALFRED, Durham Manser, Chester March 9 Sale & Co, Manchester  
 HOLT, WILLIAM, Hartlepool, Grocer Feb 15 Hayward, West Hartlepool  
 JEFFERIES, JOHN ROBERT, Polton, Beis March 1 Ashwell, Nottingham

LAWSON, MARY, Whitehaven, Cumberland Feb 24 Thompson, Whitehaven  
 LAVINGTON, HENRY, Chippingham rd, March 1 Hicks & Co, King st,  
 Covent garden  
 PEPPER, JOSEPH FRANCIS, Handsworth March 1 Pepper & Co, Birmingham  
 PAICE, WALTER HENRY, Norwich, Cure Merchant Feb 29 English, Norwich  
 RICHMOND, ROBERT, Stockton on Tees, Foreman Moulder March 14 Downey, Stockton  
 on Tees  
 ROE, ELIZABETH FANNY, Bath March 1 Insl, Bath  
 SAINSBURY, JOHN BARTON, Bridstow, Hereford, Farmer March 1 Thorpe, Rose  
 BAYNE, EMMA ELIZABETH MAHALA, Sharncliffe av, Heme hill March 4 Woodroffe &  
 Ashor, St Dover st, Southwark  
 SELKIE, CLARE JANE, Redland, Bristol Feb 20 Hargreaves & Heaton, Birmingham  
 SIMES, JOHN BENNETT, Brighton Feb 29 Cushman & Clifton, Brighton  
 SPECKER, JOHN CUTBERT, Greenhaugh Hall, Northumberland Feb 24 Brown & Son,  
 Newcastle on Tyne  
 STEWEL, ROBERT, Didsbury, Lancs, Banker March 9 Sale & Co, Manchester  
 THWAITES, ANN, Devonport rd, Shephard's Bush Feb 19 Whalley & Co, St. Marks hlds,  
 Lincoln's inn  
 WATERS, CHRISTIANA SIMES, Buxton gdns, Acton March 16 Hollands & Co, Mining ls  
 WOODRUFF, RICHARD, Newport, Mon Feb 29 Gardner & Herbert, Newport, Mon  
 YOUNG, CHARLES GORTON, Corbridge on Tyne, Northumberland, Merchant Feb 29  
 Renoldson, South Shields

## Bankruptcy Notices.

London Gazette.—FRIDAY, JAN. 24.

### RECEIVING ORDERS.

ATKINSON, HENRY, Weedington rd, Kentish Town, Corn  
 Dealer High Court Pet Jan 18 Ord Jan 21  
 BELL, ALBERT EDWARD, Bokenhead, Cheshire, Tailor Bir-  
 kenhead Pet Dec 18 Ord Jan 20  
 BENNETT, JOSEPH, Walton by Kincoke, Leicester, Grazier  
 Leicester Pet Jan 20 Ord Jan 20  
 BOWELL, CHARLES WILLIAM, jun, Leicester, Fibrous Board  
 Manufacturer Leicester Pet Jan 21 Ord Jan 21  
 CHANDLER, JAMES HARVEY, Praed st, Paddington, Athletic  
 Outfitter High Court Pet Dec 23 Ord Jan 20  
 CHAPPELL, F W, Bristol, Stationer Bristol Pet Dec 17  
 Ord Jan 22  
 COOKE, JESSE, Bradford, Wool Merchant Bradford Pet  
 Jan 22 Ord Jan 22  
 CUTTING, THOMAS WILLIAM, Norwich, Farmer Norwich  
 Pet Jan 21 Ord Jan 21  
 ERTWISTLE, JOHN HENRY, Holcombe Brook, Lancs,  
 Laundry Proprietor Bolton Pet Jan 21 Ord Jan 21  
 FARRAR, WALTER COLONEL, Heysham, Lancs Preston  
 Pet Jan 20 Ord Jan 20  
 FEWICK, DANIEL GEORGE, Hove, Sussex, Stationer  
 Brighton Pet Jan 19 Ord Jan 20  
 GRAY, FREDERICK COLE, Summerdale, Chichester,  
 Schoolmaster Brighton Pet Jan 21 Ord Jan 21  
 HENNING, WILLIAM JOHN, Wolverhampton, Stamper  
 Wolverhampton Pet Jan 21 Ord Jan 21  
 HUTTON, EDWARD, Kendal, Westmorland, Builder Kendal  
 Pet Dec 19 Ord Jan 21  
 LEWIS, DAVID, Senghenydd, Glam, House Decorator  
 Senghenydd Pet Jan 20 Ord Jan 20  
 LONGSTAFF, JOHN BALL, West Stockwith, Notts, Farmer  
 Lincoln Pet Jan 20 Ord Jan 20  
 MAUNCE, EMERY WILLIAM, Blaenavon, Mon, General Iron-  
 monger Tredegar Pet Jan 20 Ord Jan 20  
 MICHAEL, HENRY, Hutton garden, Jeweller High Court  
 Pet Dec 17 Ord Jan 21  
 MILLARD, CHARLES HUBERT, Rodes, Lancs, Patent Medicine  
 Maker Salford Pet Jan 21 Ord Jan 21  
 MORAN, WATCY, Abercrombie, Aberdeen, Boot Dealer  
 Aberdeen Pet Jan 22 Ord Jan 22  
 NATHAN, MOSES, Cambridge rd, Mile End, Tobacconist  
 High Court Pet Jan 22 Ord Jan 22  
 NICHOLSON, WALTER MELVILLE, Bevois Town, Southampton,  
 Baker Southampton Pet Jan 23 Ord Jan 23  
 PALMER, HENRY EDWARD, Sketty, nr Swansea, Grocer  
 Swansea Pet Jan 3 Ord Jan 20  
 PHILLIPS, SAMUEL REDFERN, George's rd, Southwark,  
 Music Hall Artist High Court Pet Jan 22 Ord  
 Jan 22  
 PRIDMORE, JOHN HENMAN, Catford, Kent, Plumber  
 Greenwich Pet Jan 21 Ord Jan 21  
 PRING, CHARLES HENRY COWARD, Brighton, Grocer  
 Brighton Pet Jan 20 Ord Jan 20

RAYNER, TOM DAWSON, Harrgate, Builder's Clerk York  
 Pet Jan 21 Ord Jan 21  
 ROBERTS, WILLIAM, Tynngroves, nr Conway, Carnarvon  
 Bangor Pet Jan 21 Ord Jan 6  
 ROBINSON, WILLIAM HENRY, Walsall, Printer Walsall  
 Pet Jan 23 Ord Jan 23  
 SARTER, JOHN, Clere bldgs, Boundary st, Shoreditch,  
 Grocer's Assistant High Court Pet Jan 12 Ord  
 Jan 21  
 SHIMOLE, JOSEPH, Workington, Cumberland, Builder  
 Cockermouth Pet Jan 21 Ord Jan 6  
 SMITH, CHARLES WILLIAM, Southwell, Notts, Hotel Pro-  
 prietor Nottingham Pet Oct 21 Ord Jan 18  
 SPIGHER, BULLER, Gladstone rd, West Kensington, Army  
 Tailor High Court Pet Jan 21 Ord Jan 21  
 STALLARD, ALBERT GEORGE, Cirencester, Fishmonger  
 Swindon Pet Jan 20 Ord Jan 20  
 STEVENS, HENRY, Liverpool; Tailor Liverpool Pet Jan 21  
 Ord Jan 22  
 TROTT, REGINALD WALTER, Westbury, Bristol, Insurance  
 Official Bristol Pet Jan 21 Ord Jan 21  
 WICKHAM, GEORGE LAWRENCE, Brighton, Grocer Brighton  
 Pet Jan 20 Ord Jan 20  
 WILLY, ARTHUR JOHN, Cheltenham, Cabinet Maker Chel-  
 tenham Pet Jan 22 Ord Jan 22

### FIRST MEETINGS.

ATKINSON, HENRY, Weedington rd, Kentish Town, Corn  
 Dealer Feb 3 at 11 Bankruptcy bldgs, Carey st  
 BENNETT, JOSEPH, Walton by Kincoke, Leics, Grazier  
 Feb 3 at 12 Off Rec, 1, Bertrids st, Leicester  
 CARELESS, HARRY MARTIN, MARTHA CARELESS, and ANNIE  
 JANE CARELESS, Cambridge, Confectioners Feb 3 at  
 12 Off Rec, 5, Petty Cury, Cambridge  
 CHANDLER, JAMES HARVEY, Praed st, Paddington, Athletic  
 Outfitter Feb 4 at 11 Bankruptcy bldgs, Carey st  
 COOKE, JESSE, Thornbury, Bradford, Wool Merchant  
 Feb 4 at 11 Off Rec, 29, Manor row, Bradford  
 COYNE, PETER, and JOHN THOMAS WHALEY, Blackburn,  
 Decorators Feb 5 at 10.30 County Court House,  
 Blackburn  
 DENT, ROBERT, Heaton, Newcastle on Tyne, Carting Con-  
 tractor Feb 1 at 11 Off Rec, 30, Mosley st, Newcastle  
 on Tyne  
 DITCHFIELD, GEORGE, Withington, Lancs, Plumber Feb 1  
 at 11.30 Off Rec, Byrom st, Manchester  
 DRASUTIS, JOHN, Liverpool, Tailor Feb 4 at 11 Off Rec,  
 35, Victoria st, Liverpool  
 FROST, GEORGE HORROX, jun, Boston, Lincs, Insurance  
 Collector Feb 5 at 2.15 Off Rec, 4 and 6, West st,  
 Boston  
 GOODHEAD, WILLIAM HENRY, Burton on Trent, Butcher  
 Feb 1 at 11.30 Midland Hotel, Station st, Burton on  
 Trent  
 HILTON, HENRY RALPH, Bowden, Cheshire, Estate Agent  
 Feb 3 at 3 Off Rec, Byrom st, Manchester  
 HIRST, WYBURN, Oldham, Stripper and Grinder Feb 7 at  
 10.30 Off Rec, Greaves st, Oldham

JONES, HORACE, Northampton, Builder Feb 4 at 12 Off  
 Rec, Bridge st, Northampton  
 LEONARD, ELIAS, Boham, Cambs, Carpenter Feb 12 at 10.30  
 Off Rec, 5 Petty Cury, Cambridge  
 LEWIS, DAVID, Senghenydd, Glam, House Decorator  
 Feb 3 at 10.30 Off Rec, Post Office chambers, Senghenydd  
 MICHAEL, HENRY, Hutton garden, Jeweller Feb 4 at 1  
 Bankruptcy bldgs, Carey st  
 NATHAN, MOSES, Cambridge rd, Mile End, Tobacconist  
 Feb 4 at 11 Bankruptcy bldgs, Carey st  
 PRACOCK, ALICE, Lighton Buzzard, Confectioner Feb 3  
 at 12.15 Swan Hotel, Lighton Buzzard  
 PHILLIPS, SAMUEL REDFERN, St George's rd, Southwark,  
 Music Hall Artist Feb 3 at 1 Bankruptcy bldgs,  
 Carey st  
 SARTER, JOHN, Clere bldgs, Boundary st, Shoreditch,  
 Grocer's Assistant Feb 3 at 12 Bankruptcy bldgs,  
 Carey st  
 SPICER, BULLER, Gladstone rd, West Kensington, Civil  
 Service Tutor Feb 3 at 11 Bankruptcy bldgs, Carey st  
 SUTTON-MATTHEW, HENRY JOHN, St Plammers, nr Laton  
 Feb 4 at 3 Off Rec, Bridge st, Northampton  
 SWANE, AUGUSTUS JAMES, Edmonston, Licensed Victualler  
 Feb 4 at 12 14, Bedford row  
 THOMAS, GEORGE HENRY, Southend on Sea, Builder  
 Feb 3 at 12 14, Bedford row  
 TURNER, PERCY, Dyerth, nr Rhyl, Flint, Coal Merchant  
 Feb 3 at 12 Off Rec, King st, Newcastle, Staff  
 WATKINS, THOMAS, Darl, Glam, Timberman Feb 3 at 2.30  
 Off Rec, County Court, Rowhall, Merthyr Tydfil  
 WELLS, THOMAS, Heaton Norris, Stockport, Manufacturer  
 Feb 1 at 11 Off Rec, Byrom st, Manchester

### ADJUDICATIONS.

BENNETT, JOSEPH, Walton by Kincoke's, Leicester, Grazier  
 Leicester Pet Jan 20 Ord Jan 20  
 BLAKE, JOHN, Datchet, Bucks Windsor Pet Oct 5 Ord  
 Jan 18  
 BOWELL, CHARLES WILLIAM, Jun, Leicester, Feather  
 Merchant Leicester Pet Jan 21 Ord Jan 21  
 CUTTING, THOMAS WILLIAM, Norwich, Farmer Norwich  
 Pet Jan 21 Ord Jan 21  
 DAVIS, ELIJAH, Sheffield, Hay Dealer Sheffield Pet Dec  
 17 Ord Jan 20  
 DAY, FRANCIS, Crowthurst rd, Brixton High Court Pet  
 July 19 Ord Jan 20  
 ERTWISTLE, JOHN HENRY, Holcombe Brook, Lancs, Laundry  
 Proprietor Bolton Pet Jan 21 Ord Jan 21  
 FARRAR, WALTER COLONEL, Heysham, Lancs Preston Pet  
 Jan 20 Ord Jan 20  
 GRAY, FREDERICK COLE, Summerdale, Chichester,  
 Schoolmaster Brighton Pet Jan 21 Ord Jan 21  
 GREEN, FRANK HENRY EASTER, Redland, Bristol Bristol  
 Pet Jan 15 Ord Nov 5  
 HENNING, WILLIAM JOHN, Wolverhampton, Stamper  
 Wolverhampton Pet Jan 21 Ord Jan 21  
 JONES, HORACE, Northampton, Builder Northampton Pet  
 Dec 21 Ord Jan 21

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LEONARD, ELIAS, Cohan, Cambs, Carpenter Cambridge  
Pet Jan 18 Ord Jan 20  
LEWIS, DAVID, Sengharydd, Glam, House Decorator Ponty-  
pfaed Pet Jan 30 Ord Jan 20  
LOXCRAFT, JOHN BALL, West Stockwith, Notts, Farmer  
Lincoln Pet Jan 30 Ord Jan 20  
MACLURE, WILLIAM GOVAN, Liverpool, Commission Agent  
Liverpool Pet Nov 15 Ord Jan 17  
MAURICE, EMERY WILLIAM, Blacanov, Mon, Ironmonger  
Tredrean Pet Jan 30 Ord Jan 20  
MILLARD, CHARLES HUBERT, E. class, Lancs, Patent Medicine  
Maker Salford Pet Jan 21 Ord Jan 21  
MOSKOW, ANDREW JAMES, Llandr-dge rd, Fulham High  
Court Pet Dec 23 Ord Jan 20  
MORGAN, WATCYN, Aberaman, Aberdare, Glam, Boot  
Dealer Aberdare Pet Jan 23 Ord Jan 22  
MORTON, ALFRED, Denton, nr Manchester, Estate Agent  
Manchester Pet Dec 6 Ord Jan 20  
NATHAN, MOSES, Cambridge rd, Mile End, Tobaccoist  
High Court Pet Jan 21 Ord Jan 21  
NICHOLSON, WALTER MELVILLE, Bevil Town, Southampton,  
Baker Southampton Pet Jan 22 Ord Jan 22  
PENNINGTON, HUBERT STANLEY Whitmore, and LIONEL  
PERCIVAL GRAVES, Berkeley st, Piccadilly, Dealers in  
Motor Cars High Court Pet June 14 Ord Jan 22  
PHILLIPS, SAMUEL ROBERT, St George's rd, Southwark,  
Music Hall Artist High Court Pet Jan 23 Ord Jan  
22  
PRIDMORE, JOHN HENRYMAN, Catford, Kent, Plumber Green-  
wich Pet Jan 21 Ord Jan 21  
PRIOR, CHARLES HENRY COWARD, Brighton, Grocer  
Brighton Pet Jan 30 Ord Jan 22  
RAYNES, TOM DAWSON, Harrogate, Builder's Clerk York  
Pet Jan 21 Ord Jan 21  
SHIRKLE, JOSEPH, Worthington, Cumberland, Builder  
Cockermouth Pet Jan 21 Ord Jan 21  
SMITH, CHARLES WILLIAM, Southwell, Notts, Hotel Pro-  
prietor Nottingham Pet Oct 21 Ord Jan 21  
STALLARD, ALBERT GEORGE, Chester, Fishmonger  
Swindon Pet Jan 30 Ord Jan 20  
WALDEN, WILLIAM, Basildon, Essex, Market Gardener  
Chelmsford Pet Dec 12 Ord Jan 21  
WICKHAM, GEORGE LAWRENCE, Brighton, Grocer Brighton  
Pet Jan 23 Ord Jan 20  
WYLL, ARTHUR JOHN, Cheltenham, Cabinet Maker  
Cheltenham Pet Jan 22 Ord Jan 22  
WOOD, THOMAS, New Broad st, Merchant High Court  
Pet Dec 5 Ord Jan 21

London Gazette.—TUESDAY, JAN. 28.

#### RECEIVING ORDERS.

ADCOCK, JOSEPH, Walsall, Brush Manufacturer Walsall  
Pet Jan 21 Ord Jan 21  
BAXTER, ARTHUR GEORGE, King's Lynn, Norfolk, Seeds-  
man King's Lynn Pet Jan 23 Ord Jan 23  
BESANT, JAMES KINGSMURTH, Blandford, Dorset, Butcher  
Dorchester Pet Jan 25 Ord Jan 25  
BLUNT, WILLIAM, Leverton st, Streatham, Fruiterer  
Wandsworth Pet Jan 24 Ord Jan 24  
CADMAN, JOHN THOMAS, Wolverhampton, Licensed Victualler  
Wolverhampton Pet Jan 24 Ord Jan 24  
COCKBELL, FREDERICK, Gorleston, Gt Yarmouth, Builder  
Gt Yarmouth Pet Jan 24 Ord Jan 24  
CLOUSTON, ROBERT STEWART, Westcroft sq, Hammersmith,  
Artist High Court Pet Jan 24 Ord Jan 24  
CORNICKE, ALBERT EDWARD, Westham, Weymouth, Con-  
fectioner Dorchester Pet Jan 22 Ord Jan 22  
DAWSON, FREDERICK GROOMBRIDGE, Cannon st, Merchant  
High Court Pet Dec 6 Ord Jan 21  
EDMONDSON, JOHN BENSON, Rosebeck, nr Ulverston, Lancs,  
Farmer Barmston in Furness Pet Jan 24 Ord Jan 24  
ELLIS, EDWARD, Romford rd, Forest Gate, Dealer in Old  
Metal High Court Pet Jan 7 Ord Jan 24  
FENT, WILLIAM EDWARD, Bedford, Commercial Traveller  
Bedford Pet Jan 25 Ord Jan 25  
FRAZER, THOMAS WILLIAM, Shoreham by Sea, Furniture  
Dealer Brighton Pet Jan 23 Ord Jan 23  
GROVES, JAMES, Southwick, Sussex, Carman Brighton  
Pet Jan 23 Ord Jan 23  
HAMMOND, JAMES, Higher Maddaford Farm, nr Bratton,  
Closely, Okehampton, Devon, Farmer Plymouth Pet  
Jan 23 Ord Jan 23  
HESTER, PERCY, Midway pk, Islington, Baker High Court  
Pet Jan 24 Ord Jan 24  
HICKSON, WILLIAM ISAAC, Devonport, Insurance Agent  
Plymouth Pet Jan 23 Ord Jan 23  
JEFFERY, CHARLES STOKES, Devonport, Professor of Music  
Plymouth Pet Jan 25 Ord Jan 25  
JOHN, HARRY CHARLES, and ROBERT GEORGE MAJOR  
SHEPHERD, Wood st, Walthamstow, Sheet Metal  
Workers High Court Pet Jan 24 Ord Jan 24  
LAYNE, JOHN GEORGE, Glastonbury, Somerset, Farmer  
Wells Pet Jan 24 Ord Jan 24  
LEACH, JOSEPH, Letchworth, Hertford, Builder High  
Court Pet Dec 10 Ord Jan 25  
MARTIN, FRANK CHARLES RICHARDS, Exeter, Stock Broker's  
Clerk Exeter Pet Jan 23 Ord Jan 22  
MASON, GEORGE HARDY and STEPHEN, MASON, Byward st,  
High Court Pet Dec 14 Ord Jan 25  
MAUDE, THOMAS, Long Newton, nr Stockton on Tees,  
Salesman Stockton on Tees Pet Jan 23 Ord Jan 23  
OWENS, WILLIAM, Penryn, Glam, Builder Pontypridd  
Pet Jan 24 Ord Jan 24  
PARK, JOHN HOGGARTH, Slyn, nr Lancaster, Farmer  
Freston Pet Jan 25 Ord Jan 25  
RATCLIFF, FREDERICK, Kirkstall, Leeds, Engineer Leeds  
Pet Dec 31 Ord Jan 25  
ROWLANDS, RICHARD GREEN st, Bethnal Green, Dairyman  
High Court Pet Nov 14 Ord Jan 23  
SHAW, CHARLES WILLIAM, JOSEPH SHAW, and ALBERT  
SHAW, Rochester, Dairy Farmers Rochester Pet Jan  
24 Ord Jan 24  
SIMPSON, VERNON, Pembroke sq, Baywater High Court  
Pet Oct 19 Ord Jan 23  
SWAIN, PERCY JOHN, Norwich, Photographer Norwich  
Pet Jan 24 Ord Jan 24  
THOMAS WILLIAM, Milk st, Warehouseman High Court  
Pet Dec 20 Ord Jan 23

WALL, HENRY, Lancel st, Church st, Stoke Newington,  
Cabinet Maker High Court Pet Jan 25 Ord Jan 25  
WATSON, JOHN THOMAS, Thornton le Clay, Yorks, Grocer  
Scarborough Pet Jan 25 Ord Jan 25  
WATTS, SAMUEL, Moss Side, Manchester, Tobacco Dealer  
Salford Pet Jan 21 Ord Jan 23  
WILLIAMS, HENRY, Llanddeiniolen, Carnarvon, Quarryman  
Bangor Pet Jan 23 Ord Jan 23  
WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Sale-  
man Salford Pet Jan 25 Ord Jan 25  
WILLIS, FRANK, Coventry, Cycle Agent Coventry Pet  
Jan 22 Ord Jan 22  
WOODWORTH, AMY VICTORIA BEATRICE DUNMAN st, Pica-  
dilly High Court Pet Dec 23 Ord Jan 23

#### RECEIVING ORDER RESCINDED AND ADJUDICA- TION ANNULLLED.

HARRIS, JOHN THOMAS, High Wycombe, Bucks, Builder  
Aylesbury Rec Ord April 18, 1887 Adj'd May 19, 1887  
Rec and Annul Jan 8, 1908

#### FIRST MEETINGS.

BLUNT, WILLIAM, Leverton st, Streatham, Fruiterer Feb 7  
at 11.30 132, York rd, Westminster Bridge  
BOWELL, CHARLES WILLIAM, jun, Leicester, Leather Mer-  
chant Feb 5 at 12 Off Rec, 1, Berridge st, Leicester  
CHAPPELL, F W, Bristol, Stationer Feb 5 at 12.30 Bank-  
ruptcy bldg, Carey st  
CLOUSTON, ROBERT STEWART, Westcroft sq, Hammersmith,  
Artist Feb 7 at 1 Bankruptcy bldg, Carey st  
CUTTING, THOMAS WILLIAM, Norwich, Farmer Feb 5 at 11  
Off Rec, 8, King st, Norwich  
DAWSON, FREDERICK GROOMBRIDGE, Cannon st, Merchant  
Feb 6 at 1 Bankruptcy bldg, Carey st  
ELLIS, EDWARD, Romford rd, Forest Gate, Dealer in Old  
Metal Feb 7 at 13 Bankruptcy bldg, Carey st  
ENTWISTLE, JOHN HENRY, Holcombe Brook, Lancs, Laundry  
Proprietor Feb 5 at 8.15 Exchange st, Bolton  
FERGUSON, DANIEL GEORGE, Hale, Sussex, Stationer and  
Printer Feb 5 at 12.30 Room 33, Bankruptcy bldg,  
Carey st  
FRAZER, THOMAS WILLIAM, Shoreham by Sea, Sussex,  
Furniture Dealer Feb 6 at 10.15 Off Rec, 4, Pavilion  
bldg, Brighton  
GRAVAS, FERDINAND COLE, Summersdale, Chichester,  
Surrey, Schoolmaster Feb 6 at 2.30 Off Rec, 4,  
Pavilion bldg, Brighton  
GROVES, JAMES, Southwick, Sussex, Carman Feb 6  
at 10.30 Off Rec, 4, Pavilion bldg, Brighton  
HENNING, WILLIAM JOHN, Wolverhampton, Stamper Feb 5  
at 11 Off Rec, Wolverhampton  
HESTER, PERCY, Midway pk, Islington, Baker Feb 5  
at 11 Bankruptcy bldg, Carey st  
JOHN, HARRY CHARLES, and ROBERT GEORGE MAJOR  
SHEPHERD, Wood st, Walthamstow, Sheet Metal Workers Feb  
6 at 11 Bankruptcy bldg, Carey st  
LAYNE, JOHN GEORGE, Glastonbury, Farmer Feb 5 at 11.45  
Off Rec, 26, Baldwin st, Bristol  
LOXCRAFT, JOHN BALL, West Stockwith, Notts, Farmer  
Feb 6 at 12 Off Rec, 31, Silver st, Lincoln  
MARTIN, FRANK CHARLES RICHARDS, Exeter, Stock broker's  
Clerk Feb 13 at 10.30 Off Rec, 9, Bedford circus,  
Exeter  
MAURICE, EMERY WILLIAM, Blacanov, Mon, General  
Ironmonger Feb 5 at 11.30 Off Rec, 144, Commercial  
st, Newport, Mon  
MILLARD, CHARLES HUBERT, Eccles, Lancs, Patent Medi-  
cine Maker Feb 5 at 3 Off Rec, Byrom st, Manchester  
NICHOLSON, WALTER MELVILLE, Bevil Town, Southampton,  
Baker Feb 5 at 11 Off Rec, Midland Bank chambers,  
High st, Southampton  
PRIDMORE, JOHN HENRYMAN, Catford, Plumber Feb 5 at 11.30  
132, York rd, Westminster Bridge  
PRIOR, CHARLES HENRY COWARD, Brighton, Grocer Feb 6  
at 3 Off Rec, 4, Pavilion bldg, Brighton  
RATCLIFF, FREDERICK, Kirkstall, Leeds, Engineer Feb 5 at  
11 Off Rec, 24 Bond st, Leeds  
RAYNES, TOM DAWSON, Harrogate, Builder's Clerk Feb 6 at  
2.45 Off Rec, the Red House, Duncombe pl, York  
ROWLANDS, RICHARD, Green st, Bethnal Green, Dairyman  
Feb 6 at 11 Bankruptcy bldg, Carey st  
SIMPSON, VERNON, Pembroke sq, Baywater Feb 5 at 12  
Bankruptcy bldg, Carey st  
SHILLING, EDWARD, Newport, Mon, Carriage Builder  
Feb 5 at 11 Off Rec, 144, Commercial st, Newport, Mon  
STALLARD, ALBERT GEORGE, Chester, Fishmonger  
Feb 5 at 3 Off Rec, 38, Regent circus, Swindon  
THOMAS WILLIAM, Milk st, Warehouseman Feb 6 at 12  
Bankruptcy bldg, Carey st  
TROT, ROGER WALTER, Bristol, Insurance Official  
Feb 5 at 11.30 Off Rec, 26, Baldwin st, Bristol  
WATTS, SAMUEL, Moss Side, Manchester, Tobacco Dealer  
Feb 5 at 2.50 Off Rec, Byrom st, Manchester  
WICKHAM, GEORGE LAWRENCE, Brighton, Grocer Feb 6 at  
10 Off Rec, 4, Pavilion bldg, Brighton  
WOODWORTH, AMY VICTORIA BEATRICE DUNMAN st, Pica-  
dilly Feb 5 at 11 Bankruptcy bldg, Carey st

#### ADJUDICATIONS.

ADCOCK, JOSEPH, Walsall, Brush Manufacturer Walsall  
Pet Jan 21 Ord Jan 21  
ATKINSON, HENRY CHARLES, Weedington rd, Kentish  
Town, Corn Dealer High Court Pet Jan 18 Ord Jan  
24  
BAXTER, ARTHUR GEORGE, King's Lynn, Norfolk, Seeds-  
man King's Lynn Pet Jan 23 Ord Jan 23  
BENNETT, MARY LUDON, Barnes Wandsworth Pet  
Oct 14 Ord Jan 23  
BESANT, JAMES KINGSMURTH, Blandford, Dorset, Butcher  
Dorchester Pet Jan 25 Ord Jan 25  
BLUNT, WILLIAM, Leverton st, Streatham, Fruiterer Wand-  
sworth Pet Jan 24 Ord Jan 24  
CADMAN, JOHN THOMAS, Wolverhampton, Licensed Vic-  
tualier Wolverhampton Pet Jan 24 Ord Jan 24  
CLOUSTON, ROBERT STEWART, Westcroft sq, Hammersmith,  
Artist High Court Pet Jan 24 Ord Jan 24

COCKBELL, FREDERICK, Gorleston, Gt Yarmouth, Builder  
Gt Yarmouth Pet Jan 24 Ord Jan 24  
CORNICKE, ALBERT EDWARD, Westham, Weymouth, Con-  
fectioner Dorchester Pet Jan 22 Ord Jan 22  
DALZIEL, JOHN GEORGE, Arundel st, Strand, Solicitor  
High Court Pet Oct 17 Ord Jan 24  
EDMONDSON, JOHN BENSON, Rosebeck, nr Ulverston, Lancs,  
Farmer Barmston in Furness Pet Jan 24 Ord Jan 24  
FENT, WILLIAM EDWARD, Bedford, Commercial Traveller  
Bedford Pet Jan 25 Ord Jan 25  
FRAZER, THOMAS WILLIAM, Shoreham by Sea, Sussex,  
Furniture Dealer Brighton Pet Jan 23 Ord Jan 23  
GROVES, JAMES, Southwick, Sussex, Carman Brighton  
Pet Jan 23 Ord Jan 23  
HAMMOND, JAMES, Higher Maddaford Farm, nr Bratton,  
Closely, Okehampton, Devon, Farmer Plymouth  
Pet Jan 23 Ord Jan 23  
HESTER, PERCY, Midway pk, Islington, Baker High  
Court Pet Jan 24 Ord Jan 24  
HICKSON, WILLIAM ISAAC, Devonport, Insurance Agent  
Plymouth Pet Jan 23 Ord Jan 23  
JEFFERY, CHARLES STOKES, Devonport, Professor of Music  
Plymouth Pet Jan 25 Ord Jan 25  
LAYNE, JOHN GEORGE, Glastonbury, Somerset, Farmer  
Wells Pet Jan 24 Ord Jan 24  
MARTIN, FRANK CHARLES RICHARDS, Exeter, Stock Broker's  
Clerk Exeter Pet Jan 23 Ord Jan 22  
MAUDE, THOMAS, Long Newton, nr Stockton on Tees,  
Salesman Stockton on Tees Pet Jan 23 Ord Jan 23  
OWENS, WILLIAM, Penryn, Glam, Builder Pontypridd  
Pet Jan 24 Ord Jan 24  
PALMER, HENRY EDWARD, Sketty, nr Swansea, Green  
Swansea Pet Jan 8 Ord Jan 23  
PARK, JOHN HOGGARTH, Parkfield, Slyn, nr Lancaster,  
Farmer Freston Pet Jan 25 Ord Jan 25  
PETHEN, WILLIAM ROBERT, Fernlea rd, Batham, Consulting  
Engineer Wandsworth Pet Dec 17 Ord Jan 24  
ROBERTS, WILLIAM, Caer Meilir, nr Coway, Carmarthen  
Bangor Pet Jan 6 Ord Jan 24  
ROCKFORD, MARKS, Mile End rd, Tobaccoist High Court  
Pet Jan 4 Ord Jan 23  
SHAW, CHARLES WILLIAM, JOSEPH SHAW, and ALBERT  
SHAW, Rochester, Dairy Farmers Rochester Pet  
Jan 24 Ord Jan 24  
SHERRER, EDGAR JOHN, Boyd Farm, Golden Valley, Bikes,  
Gloss, Farmer High Court Pet Jan 14 Ord Jan 23  
SWAIN, PERCY JOHN, Norwich, Photographer Norwich  
Pet Jan 24 Ord Jan 24  
THOMAS, GEORGE HENRY, Southend on Sea, Builder  
Chelmsford Pet Oct 25 Ord Jan 24  
TROT, ROGER WALTER, Bristol, Insurance Official  
Bristol Pet Jan 21 Ord Jan 24  
WALL, HENRY, Lancel st, Church st, Stoke Newington,  
Cabinet Maker High Court Pet Jan 25 Ord Jan 25  
WATSON, JOHN THOMAS, Thornton le Clay, Yorks, Grocer  
Scarborough Pet Jan 25 Ord Jan 25  
WATTS, SAMUEL, Moss Side, Manchester Tobacco Dealer  
Salford Pet Jan 21 Ord Jan 24  
WILLIAMS, HENRY, Cooch hir in Llanddeiniolen, Carnarvon,  
Quarryman Bangor Pet Jan 23 Ord Jan 23  
WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Sale-  
man Salford Pet Jan 25 Ord Jan 25  
WILLIS, FRANK, Coventry, Cycle Agent Coventry Pet  
Jan 22 Ord Jan 22  
WOOD, GEORGE BYRON, London Central Markets, Farring-  
don st, Meat Salesman High Court Pet Jan 21 Ord  
Oct 30

#### ADJUDICATION ANNULLLED.

TAYLOR, WILLIAM, Tintagel, Cornwall, Hotel Manage  
Truro Adj'd Oct 5, 1904 Annul Jan 23, 1908

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Chancery-lane, W.C.



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